

June 26, 2018

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: DUI Task Force Board Appointment

PRESENTED BY: Commission

DUI Task Force Board

<u>Applicants</u>	<u>Vacancy (1)</u>	(2 Yr. Term)	Term Expiration: June 30, 2020
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Ronald Yates _____

Current Board Member
(Requesting Re-Appointment for 1 year)



CASCADE COUNTY BOARD APPLICATION



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 6/15/2018

NAME Ronald L. Yates

TELEPHONE (Home) 781-5223 (Work) 868-9396 (Cell) _____ (E-Mail) mimontanamt@gmail.com

CURRENT ADDRESS 3817 8th Avenue S - Great Falls, MT 59405

Previous Public Experience (Elected or Appointed) Chairman of Missoula/Cascade Counties Montanan's Against Drunk Driving;

Previous Volunteering or County Boards Boy Scout Scoutmaster

Current Volunteering or County Boards Various church responsibilities with both youth and adults for the last 40 years.

Current Employer Previous - Retired US Forest Service Landscape Architect;
Retired Naval Reserve Intelligence Officer and Reserve NCIS Agent.

Education BS in both Fisheries Science & Landscape Architect; Graduate courses in Forestry.

Please indicate which of the following Boards/Trustee positions you are interested in.

Mark 1st, 2nd, 3rd choices below.

- | | | |
|--|---|---|
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input checked="" type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)

Worked as county leader for MADD for about 4-5 years. I am very familiar with the problem of drunk driving and its impacts

as well as problems with repeat offenders.

June 26, 2018

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Tax Appeal Board Appointment

PRESENTED BY: Commission

Tax Appeal Board

Applicants **Vacancy (1)** (3 Yr. Term) Term Expiration: May 31, 2021

Chuck Pankratz _____ Current Alternate Member



CASCADE COUNTY BOARD APPLICATION



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 6/15/2018

NAME Charles "Chuck" Pankratz

TELEPHONE (Home) _____ (Work) _____ (Cell) 406-868-4339 (E-Mail) cepankrat@aol.com

CURRENT ADDRESS 320 Riverview 4 West - Great Falls, MT 59404

Previous Public Experience (Elected or Appointed) Alternate - Cascade County Tax Appeal Board

Previous Volunteering or County Boards NA

Current Volunteering or County Boards City of Great Falls Planning Advisory Board

Current Employer Self-employed Fee Appraiser

Pankratz Appraisal Services

Education Residential Appraisal License with Montana Board of Real Estate Appraisers;

Bachelors degree in Business technology

**Please indicate which of the following Boards/Trustee positions you are interested in.
Mark 1st, 2nd, 3rd choices below.**

- | | | |
|---|---|---|
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input checked="" type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)

I have worked on 100's of appeals when I was with the Department of Revenue in North Central Montana before retiring in 2015.

I know the administrative process the tax appeal board uses and have a good understanding of the methods the

department uses to determine values. I have been a alternate member of the current Tax Appeal board for the past several years.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA
RESOLUTION ESTABLISHING FY 2018/2019
CONSTABLE'S SALARY**

RESOLUTION 18-50

WHEREAS, Montana Code Annotated 3-10-703, provides that the Board of County Commissioners shall fix the salary of the constable for the following year on or before July 1; and

WHEREAS, the Board of County Commissioners has considered the cost of living increase, the constable's service to the community, recommendation of his supervisor, and the other non-union employee salaries and possible raises.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE Board of County Commissioners of Cascade County, Montana, that the salary for the Constable for FY 2018/2019 is as follows:

CONSTABLE	
FY 2017/2018 Salary	\$41,173.19
2.1% Increase	\$ 864.64
FY 2018/2019 Salary	\$42,037.83

Passed and Adopted this 22nd day of June 2018.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

ATTEST

On this 22nd day of June, 2018 I hereby attest the above written signatures of Jane Weber, Joe Briggs, and James L. Larson, the Cascade County Commissioners.

Rina Fontana Moore, Cascade County Clerk and Recorder

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA
RESOLUTION ESTABLISHING FY 2018/2019
ELECTED OFFICIALS SALARIES**

RESOLUTION 18-51

WHEREAS, Montana Code Annotated 7-4-2503, provides that A COMPENSATION SCHEDULE FOR THE County's elected officials must be established based upon a recommendation submitted by the County Compensation Board; and

WHEREAS, Cascade County Compensation Board, comprised and appointed in accordance to Montana Code Annotated 7-4-2503(4)(a), has, pursuant to Montana Code Annotated 7-4-2503(4)(a), conducted public hearings and considered economic variations and factors; and

WHEREAS, pursuant to Montana Code Annotated 7-4-2503(4)(c), the Cascade County Compensation Board, by a unanimous vote, has established a recommendation salary schedule for the County's elected officials; and

WHEREAS, the Cascade County Compensation Board has recommended a 2.1% increase in the base salary based upon the Cost of Living Adjustment reported by the Bureau of Business and Economic Research; and

WHEREAS, Montana Code Annotated 7-4-2503(1)(b) provides that the salary paid to the County's elected officials must be uniform; and

WHEREAS, Montana Code Annotated 7-4-2504 provides that the Board of Cascade County Commissioners shall, by resolution, on or before August 1st of each year, set the salaries of elected County Officials;

NOW, THEREFORE BE IT HEREBY RESOLVED by the Board of Cascade County Commissioners of Cascade County, Montana that effective as of July 1, 2018, the salaries for the elected officials of Cascade County FY 2018/2019 are set per the recommendation submitted by the Cascade County Compensation Board as follows:

County Commissioners

FY 2017/2018 Base Salary	\$61,769.41
FY 2018/2019 2.1% Increase	<u>\$ 1,297.16</u>
FY 2018/2019 Base Salary	\$63,066.57
Commissioner Add-On pursuant to MCA section 7-4-2107(1)	<u>\$ 2,000.00</u>
FY 2018/2019 Complete Salary Total	\$65,066.57

County Clerk and Recorder

FY 2017/2018 Base Salary	\$61,769.41
FY 2018/2019 2.1% Increase	<u>\$ 1,297.16</u>
FY 2018/2019 Base Salary	\$63,066.57
Optional Add-On pursuant to MCA section 7-4-2503(2d)	\$ 2,000.00
Combined position-Auditor/Surveyor	<u>\$ 3,032.00</u>
FY 2018/2019 Complete Salary Total	\$68,098.57

County Treasurer

FY 2017/2018 Base Salary	\$61,769.41
FY 2018/2019 2.1% Increase	<u>\$ 1,297.16</u>
FY 2018/2019 Base Salary	\$63,066.57
Super of Schools Add-On Pursuant to MCA section 7-4-2503(2a)	\$ 400.00
Optional Add-On pursuant to MCA section 7-4-2503(2e)	\$ 1,600.00
Combined position-Superintendent of schools	<u>\$ 3,032.00</u>
FY 2018/2019 Complete Salary Total	\$68,098.57

County Justice of the Peace

FY 2017/2018 Base Salary	\$61,769.41
FY 2018/2019 2.1% Increase	<u>\$ 1,297.16</u>
FY 2018/2019 Base Salary	\$63,066.57
Optional Add-On pursuant to MCA section 7-4-2503(2e)	\$ 2,000.00
FY 2018/2019 Complete Salary Total	\$65,066.57

County Clerk of Court

FY 2017/2018 Base Salary	\$61,769.41
FY 2018/2019 2.1% Increase	<u>\$ 1,297.16</u>
FY 2018/2019 Base Salary	\$63,066.57
Optional Add-On pursuant to MCA section 7-4-2503(2e)	<u>\$ 2,000.00</u>
FY 2018/2019 Complete Salary Total	\$65,066.57

County Sheriff

FY 2017/2018 Base Salary	\$61,769.41
FY 2018/2019 2.1% Increase	<u>\$ 1,297.16</u>
FY 2018/2019 Base Salary	\$63,066.57
Sheriff Add-On Pursuant to MCA 7-4-2503(2)(b)	<u>\$ 2,000.00</u>
FY 2018/2019 Base Salary to calculate Deputies	\$65,066.57
Combined position-Coroner	\$ 3,032.00
Longevity FY 2017/2018	<u>\$13,088.46</u>
FY 2018/2019 Complete Salary Total	\$81,187.03

County Attorney

FY 2017/2018 Base Salary	\$113,055.21
FY 2018/2019 2.1% Increase	<u>\$ 2,374.16</u>
FY 2018/2019 Base Salary	\$115,429.37

Passed and Adopted this 22nd day of June 2018.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

ATTEST

On this 22nd day of June 2018, I hereby attest the above written signatures of Jane Weber, Joe Briggs, and James L. Larson, the Cascade County Commissioners.

Rina Fontana Moore, Cascade County Clerk and Recorder

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
ALCOHOL TRAFFIC SAFETY PROGRAM**

RESOLUTION 18-52

WHEREAS, the Cascade County DUI Task Force manages the Alcohol Traffic Safety Program which is funded through the county; and

WHEREAS, an additional \$1,891 of unanticipated revenue from Donations needs to be recognized in the budget for Fund #2810 Alcohol Traffic Safety; and

WHEREAS, the excess revenue will offset the additional costs in the amount of \$1,891 for various expenses for the Alcohol Traffic Safety program; and

WHEREAS, a budget amendment is necessary to increase the budget authority, which offset each other totaling \$1,891 in revenues and \$1,891 in expenditures; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2017, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 26th Day of June, 2018.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JANE WEBER, CHAIRMAN

JOE BRIGGS, COMMISSIONER

JAMES L. LARSON, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

REQUEST FOR BUDGET APPROPRIATION

Attachment A

Date: 6/13/2018

To: Cascade County Board of Commissioners

Program Name: Alcohol Traffic Safety

CFDA # N/A

Contract # N/A

Responsible Department: DUI Task Force

Prepared by: Joseph Williams

Please approve the following budget changes:

	<u>Fund</u>		<u>Dept</u>		<u>Function</u>		<u>Account</u>	<u>Budgeted Amount</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Expenses</u>										
Acct #	2810	-	263	-	D0500	-	200.215	\$ 300.00	\$ (300.00)	\$ -
Acct #	2810	-	263	-	D0500	-	200.220	\$ 800.00	\$ 64.00	\$ 864.00
Acct #	2810	-	263	-	D0500	-	200.276	\$ 2,730.00	\$ 702.00	\$ 3,432.00
Acct #	2810	-	263	-	D0500	-	300.330	\$ 4,000.00	\$ 270.00	\$ 4,270.00
Acct #	2810	-	263	-	D0500	-	300.349	\$ 504.00	\$ -	\$ 504.00
Acct #	2810	-	263	-	D0500	-	300.350	\$ 1,000.00	\$ (1,000.00)	\$ -
Acct #	2810	-	263	-	D0500	-	300.353	\$ 45.00	\$ (45.00)	\$ -
Acct #	2810	-	263	-	D0500	-	300.354	\$ 9,600.00	\$ -	\$ 9,600.00
Acct #	2810	-	263	-	D0500	-	300.389	\$ 1,000.00	\$ 5,000.00	\$ 6,000.00
Acct #	2810	-	263	-	D0500	-	300.39	\$ 2,800.00	\$ (2,800.00)	\$ -
Acct #		-		-		-		\$ -	\$ -	\$ -
Acct #		-		-		-		\$ -	\$ -	\$ -
Acct #		-		-		-		\$ -	\$ -	\$ -
								<u>\$ 22,779.00</u>	<u>\$ 1,891.00</u>	<u>\$ 24,670.00</u>
<u>Revenues</u>										
Acct #	2810	-	263	-		-	33.5025	\$ 24,000.00	\$ -	\$ 24,000.00
Acct #	2810	-	263	-		-	36.5000	\$ 3,250.00	\$ 1,891.00	\$ 5,141.00
								<u>\$ 27,250.00</u>	<u>\$ 1,891.00</u>	<u>\$ 29,141.00</u>

Explanation of budget changes:

Increase overall appropriations by \$1,891 offset by unanticipated donations in the amount of \$1,891 to complete activities for FY2018.

Changes authorized by:

Department Head Signature or
Elected Official Signature

Date

James L. Larson
Print Name

Mary Embleton, Budget Officer

Date

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
PUBLIC WORKS WEED DEPARTMENT**

RESOLUTION 18-53

WHEREAS, the Cascade County Public Works Department manages the Weed Control Fund #2140 which is part of the Public Works complex at 270 Vaughn South Frontage Road, and

WHEREAS, an additional \$25,000 needs to be appropriated in the Weed Control Fund #2140 for the unanticipated repair of a water line at the complex; and

WHEREAS, the Weed Control Fund cash reserve is adequate to fund the additional appropriation of \$25,000 for the repair of the water line; and

WHEREAS, a budget amendment is necessary to increase the budget authority by \$25,000 in expenditures in Fund #2140 Weed Control; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2017, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 26th Day of June, 2018.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JANE WEBER, CHAIRMAN

JOE BRIGGS, COMMISSIONER

JAMES L. LARSON, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

Attachment A

To: Cascade County Board of Commissioners

Prepared by: Gayle Fellows

[illegible]

Increase Repair and Maintenance Services line item for unanticipated water line repairs.

Mary Embleton, Budget Officer Date 6/15/18

Brian K. Clifton
Print Name

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

IN THE MATTER OF A BUDGET

APPROPRIATION WITHIN CASCADE COUNTY

INCREASING EXPO GRANDSTAND CAPITAL BUILDING FUND BUDGET

RESOLUTION 18-56

WHEREAS, the Expo Grandstand Capital Building Fund requires an increase in funding in the amount of \$3,850 to accommodate additional invoices in the pre-construction process; and

WHEREAS, the increase in appropriation of \$3,850 will be offset by revenue in the form of a transfer in in the amount of \$3,850; and

WHEREAS, the revenue budget authority is in the form of a transfer in from the Expo Park Fund; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2017, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 26th day of June, 2018.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JANE WEBER, CHAIRMAN

JOE BRIGGS, COMMISSIONER

JAMES L. LARSON, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

June 26, 2018

Contract #18-108

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Contract #18-108:** Agreement between Great Falls Public Schools (GFPS) and Cascade County to provide one (1) certified and licensed teacher for in-house educational instruction of youth and juvenile offenders detained in Cascade County Juvenile Detention Center (CCJDC).

INITIATED & PRESENTED BY: Linda S. Martin, Accounting Technician

ACTION REQUESTED: Approval of Contract #18-108

BACKGROUND:

The Great Falls Public Schools contacted the staff of Cascade County Juvenile Detention Center back in 2011 about the full-time teacher they provide for Great Falls youth and juvenile offenders detained at CCJDC. At that time, they were billing different school districts for youth being detained in Great Falls. CCJDC would take over the billing and receive the funding from all school districts whose youth are taught at the center in exchange for CCJDC paying part of the salary for the teacher provided by GFPS. GFPS would also provide credits for youth at CCJDC towards graduation from Great Falls High School or the youth's home school. CCJDC is different than other detention facilities in that there are two full time certified and licensed teachers at CCJDC and we contact the youth's schools for classwork so they can continue their education while in the facility, enabling them to return to class without losing class time. We contact the youth's teachers for homework and tests to keep them up to date with their education. We have had thirty-six youth graduates from our facility. Other juvenile facilities provide worksheets they have gotten from Scholastic News and teach the basics without covering the skills needed for their education. MCA code requires that youth in detention be taught after nine consecutive days, and requires school districts to reimburse for this education at a rate of \$20.00 per day. Youth at CCJDC start school immediately upon entering the facility.

EFFECTIVE: July 1, 2017 - June 30, 2020. **COUNTY COST:** \$15,000/per fiscal year.

RECOMMENDATION: Approval of Contract #18-108

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, "I move the Cascade County Commission approve Contract 18-108 between the Great Falls Public Schools and Cascade County for provision of one (1) certified and licensed teacher"

MOTION TO DISAPPROVE:

Madam Chair, "I move the Cascade County Commission deny Contract 18-108 between the Great Falls Public Schools and Cascade County for provision of one (1) certified and licensed teacher"

CONTRACT

THIS AGREEMENT, by and between the GREAT FALLS PUBLIC SCHOOLS (hereinafter referred to as *GFPS*) and CASCADE COUNTY, (hereinafter referred to as *County*).

TERMS

1. **Contract Term:** The initial term of the contract shall run retroactively from July 1, 2017, to June 30, 2020 and shall thereafter automatically renew for successive 12-month terms unless the Contract is Terminated or Amended according to Paragraphs 10 and 13 hereof.
2. **Scope of Services:**
 - a) Provide one (1) duly certified and licensed teacher for in-house educational instruction of youth and juvenile offenders detained at the Cascade County Regional Youth Services Center (CCRYSC).
 - b) Said teacher shall at all times during the duration of this agreement be in good standing with GFPS including compliance with the terms and conditions of teacher's GFPS contract and GFPS employee expectations.
 - c) Said teacher shall provide a minimum of 180 days of student instruction under this agreement and shall also fulfill teacher's GFPS contract obligation to receive 7 days of professional development to be provided for by GFPS.
 - d) Except as otherwise provided for by CCRYSC management, student instruction at the CCRYSC shall be provided Monday through Thursday during the hours of 8:00 a.m. to 3:00 p.m. and shall also include days in June through August when GFPS is usually not in session. In consideration of and consistent with

State and Federal law and policy and CCRYSC policy and procedure, CCRYSC shall have the exclusive right to determine the day, time and place of student instruction.

- e) Student instruction at the CCRYSC shall include, at a minimum, the following subjects: English or Language Arts, Mathematics, Social Studies or History, and Science.
- f) Provide for curriculum and course work review by a "Highly Qualified Instructor" for all subjects in which said teacher is not sufficiently qualified so that work successfully performed by CCRYSC students shall be eligible for proper credit by the Great Falls Public School District.
- g) Provide Special Education Services for qualifying CCRYSC youth and juvenile offenders who may have or need an IEP.
- h) Provide text books, internet based study options, and other necessary and related supplies.

3. **Budget:** The County shall provide funding for the services described in Scope of Services.

The County shall provide an amount not to exceed \$15,000 per each fiscal year which shall be paid on the 15th day of June each fiscal year.

4. **Administrative Representative:** The designated representatives of the parties for purposes of administering this contract shall be:

GFPS: Brian Patrick
Director of Business Operations
Great Falls Public Schools
1100 4th St South

Great Falls, MT 59405
406- 268-~~6008~~ 6050

County: Shanna Bulik-Chism
Cascade County Regional Youth Services Center, Director
1600 26th Street South
Great Falls, MT 59405
406-454-6930

5. **Verification of Services:** GFPS shall maintain thorough records of all students and instruction and shall give the County, through their authorized representatives, access to and the right to examine all records, books, papers or documents of all GFPS operations funded in whole or in part under this Contract for a period of three years following the termination of this contract.
6. **Independent Contractor:** For the purpose of this Contract it is understood that the parties are independent contractors and no employee or agent of one is, for any purpose of this contract, and employee or agent of the other. Nothing contained herein, or any of the obligations of the parties hereunder, shall in any manner inure to the benefit of third parties.
7. **Indemnification:** GFPS agrees and covenants to hold the County harmless, indemnify and defend it and its officers and agents of and from any and all claims of loss, damages or injury sustained by any person or damage to property and all expenses, including reasonable attorneys fees incurred or thereby arising from the performance of GFPS principals, staff, agents, contractors, or employees under the provisions of this contract.

County agrees and covenants to hold GFPS harmless, indemnify and defend it and its officers and agents of and from any and all claims of loss, damages or injury sustained by any person or damage to property and all expenses, including

reasonable attorneys fees incurred or thereby arising from the performance of County principals, staff, agents, contractors, or employees under the provisions of this contract.

8. **Workers Compensation Insurance:** GFPS shall obtain and maintain during the entire term of this contract workers compensation coverage sufficient to cover all of the GFPS employees hereunder pursuant to Montana State statues. GFPS shall provide to the County a certificate of insurance verifying that GFPS has complied with this requirement.
9. **State and Federal Regulations:** GFPS shall perform this contract in compliance with all applicable Montana state and federal laws, ordinances, and regulations, and shall, in particular abide by all policies and procedures in place at the CCRYSC.
10. **Termination:** The County, without cause, may terminate this Contract by giving GFPS written notice by certified mail. The termination shall be effective thirty (30) days after written notice is delivered by the County. If this contract is so terminated, GFPS shall be paid pro rata for all actual services provided through the contract's termination date.
11. **Setoff:** Notwithstanding any provision appearing to the contrary, GFPS shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this contract by GFPS. The County may withhold payment of compensation to the GFPS for the purpose of setoff until such time as the exact amount of damage incurred by the County because of GFPS's failure to properly perform under the Contract. This remedy of set-off shall be in addition to all other remedies available to County in law or in equity.
12. **Integrated Document:** This contract embodies the entire agreement between the County and GFPS. No verbal agreements or conversation with any officer, agent or employee of

the County or GFPS prior to the execution of this contract shall affect or modify any of the terms or obligations contained in any documents comprising the Contract. Any such verbal agreement shall be considered as unofficial information and in no way binding upon the parties.

13. **Amendment:** This contract may be amended only by written agreement of the parties hereto.
14. **Severability of Provisions:** If any provisions of this contract are held invalid, the remainder of the contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
15. **Non-Assignability:** GFPS shall not assign any interest in this contract, and shall not transfer any interest in this contract without written consent of the County hereto.
16. **Successor:** The parties covenant that the provisions of this contract shall be binding upon heirs, successors, sub-contractors, representatives and agents.

GREAT FALLS PUBLIC SCHOOLS

Cascade County Regional Youth Services Center

Dated 6/4/18



Shanna Bulik-Chism, MS/CJ Administrator

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Jane Weber, Chairman

Joe Briggs, Commissioner

Jim Larson, Commissioner

Attest

On this ____ day of _____, 2018. I hereby attest the above-written signatures of I hereby attest the above-written signatures of Jane Weber, Joe Briggs, and Bill Salina, Cascade County Commissioners

Rina Fontana Moore, Cascade County Clerk and Recorder

June 26, 2018

Contract 18-110

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Contract 18-110**
 Annual SMP Memorandum of Understanding

ACTION REQUESTED: **Approve Contract**

PRESENTED BY: **Kim Thiel-Schaaf, Aging Services Director**

SYNOPSIS:

The Senior Medicaid Patrol (SMP) program is a grant received by the Missoula Area Agency on Aging for the entire state. They implement in Cascade County by entering into an annual agreement with Cascade County Area Agency on Aging to provide fraud and waste education related to Medicare within Cascade County. This contract is the annual renewal of this agreement for Fiscal Year 2019. There are no match requirements and the compensation for the contract is \$10,000 to be paid in installments triggered by performance.

RECOMMENDATION:

Staff recommends that the Commission approve Contract 18-110, Annual SMP Memorandum of Understanding

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chairwoman, I move that the Commissioners approve Contract 18-110, Memorandum of Understanding between Cascade County (Area VIII Aging Services) and Missoula Aging Services for the provision of Senior Medicaid Patrol Program.

MOTION TO DENY: Madam Chairwoman, I move that the Commissioners deny Contract 18-10, Memorandum of Understanding between Cascade County (Area VIII Aging Services) and Missoula Aging Services for the provision of Senior Medicaid Patrol Program.

Montana SMP

Memorandum of Understanding

For the Period June 1, 2018 to May 31, 2019

Agreement by and between Missoula Aging Services (Area VII Agency on Aging), a non-profit organization incorporated under the laws of the State of Montana, having its principal place of business at 337 Stephens Avenue, Missoula, MT 59801, herein referred to as the "Agency" or "MAS" and Area VIII Agency on Aging, having its principal place of business and mailing address at 1801 Benefis Court, Great Falls, MT 59405, herein referred to as the Volunteer Host Organization or "VHO."

The purpose of this agreement is to establish the effectiveness of recruiting and training retired professionals to teach and educate at least 20,000 Montana Medicare beneficiaries and their families over a five year period how to better monitor what is paid on their behalf and what to do about identified discrepancies. MAS and the VHO will achieve this through recruitment of volunteers who will conduct outreach and education along with staff for other seniors, their families and their communities.

TERM

1. The term of this Agreement shall commence June 1, 2018 and end May 31, 2019.

MISSOULA AGING SERVICES RESPONSIBILITIES:

1. Pay a total compensation not to exceed \$ 10,000 for the time period covered by this Memo of Understanding (MOU). Additional funds may be available in recognition of achieving or exceeding the Area's performance goals, depending on the budget.
2. \$3,333 (one third) shall be paid upon completion of the MOU.
3. Future Payments will be contingent on the following:
 - a. **Successful completion of Volunteer Risk Program Management (VRPM) trainings.**
 - b. **Timely receipt of complete and accurate quarterly reports, due on the 15th day of the month in September, December, March and June.**
 - c. **Completion of project objectives outlined in contractor responsibilities.**
4. Payments will be made within 45 days of receipt and acceptance of quarterly reports which includes progress toward outreach goals listed below under VHO Responsibilities and other contractor responsibilities.
5. The Agency will provide professional support and assistance, presentation materials and educational handouts for distribution.

6. The Agency will provide ongoing training, including ongoing individualized assistance utilizing web based technology, based on partner needs and requests.
7. The Agency will provide phone support, consultation and problem resolution, and will be available to complete complex cases sent in by the VHO's.
8. The Agency will provide four \$50 gas cards in total statewide to be raffled off on a quarterly basis.
9. The Agency will produce a mobile kiosk that includes a Medicare MSN hardboard tool and brochures, and distribute to each VHO.
10. The Agency will produce a 30 sec PSA for TV and radio and provide to the VHO for local use. Additionally, the Agency will place ads for one week statewide on local ABC, CBS, FOX and NBC stations.
11. The Agency will implement a statewide media campaign through print utilizing MT 55, Montana Newspaper Association and MT Senior News, and will make VHO's aware of each buy.
12. The Agency will provide materials such as program brochures, marketing tools, advertisements, handouts, and reporting forms to be used for quarterly reports. The VHO shall have an acknowledgement of Administration for Community Living (ACL) and Administration on Aging (AoA) support placed on any publication written or published with grant support and if feasible, on any publication reporting the results of, or describing a grant supported activity. Examples of expressing an acknowledgement of support are:

"This publication was made possible by a grant from the Administration for Community Living and the Administration on Aging . . ."

"The project described in this article was supported by a grant from the Administration for Community Living and Administration on Aging . . ."

"The funding for this program was provided in part by the Administration for Community Living and Administration on Aging . . ."

Acknowledgements must not represent or suggest in any way that the views expressed are those of the Federal Government. For publications, this can be expressed to the effect that the contents of the publication are solely the responsibility of the authors and do not necessarily represent the official views of the Administration for Community Living. For audiovisuals, this acknowledgement must include the following explicit statement or its equivalent, except if clearly unnecessary or inappropriate because of the nature of the subject matter:

"The opinions expressed in this (film, program, etc.) do not necessarily reflect the views of the Administration for Community Living."

All materials created must be sent to the SMP Program Manager to send on to the ACL. Unless waived in writing by the ACL, this acknowledgement must also include the following statement or its equivalent: "The Administration for Community Living has not approved this (film, program, etc.) for presentation to the general public."

13. The Agency liaison is the Montana SMP Program Manager, Renee Labrie-Shanks. The Program Manager may be reached by phone at (406) 728-7682, fax (406) 728-0581, or by email at rlabrie@missoulaagingservices.org
14. The Agency will provide ongoing mentor calls throughout the year, with all calls being recorded and available for two weeks.
15. The Agency will provide webinar based training opportunities throughout the year and will provide in-person training during SHIP re-certification each year.

VHO RESPONSIBILITIES

1. The VHO will assist the Montana SMP program in meeting the one-year objectives. Those statewide objectives, indicators, and measures are listed in Attachment A.
2. The VHO will adhere to the Montana VRPM policy guide and complete four hours of ongoing training each year through webinars offered by the SMP Resource Center.
3. The VHO will provide a local volunteer coordinator, phone and office space to facilitate and coordinate referrals to volunteers, and will actively recruit, train and maintain adequate senior volunteers to meet demand in their communities.
4. The VHO will assign volunteers, along with agency staff, to reach a minimum of 344 elderly Medicare or Medicaid beneficiaries per year by May 31, 2019.
5. The VHO agrees to publicize and conduct local consumer education presentations about healthcare fraud, waste and abuse through contacts with senior centers and other agencies serving seniors, or at health/community fairs, and to widely distribute educational material on the topic. The project focus is to educate older persons and their families, with an emphasis on serving rural, vulnerable, isolated and non-English-speaking beneficiaries. MAS also encourages the VHO to use program volunteers to assist with these events.
6. The VHO will connect with local entities and partners to display the mobile kiosk for set periods of time, moving to different locations throughout the year.
7. The VHO will participate in an SMP Customer Satisfaction Survey, provided by the National Resource Center, and administer post-surveys to presentation participants.

Additionally, the VHO will collect names from completed surveys for those who are interested in being entered for 4 \$50 gas cards raffled annually, and return to the Agency.

8. The VHO agrees to timely filing of quarterly reports on designated and/or agreed upon and adapted forms summarizing Medicare fraud grant activities. The information will include, but not be limited to: the number of clients reached, the number and type of public information efforts including speaking engagements, health/community fairs and individual assistance, and the number of hours volunteers worked.
9. The VHO understands that in the performance of providing education and advice, they will have access to certain sensitive information about the client, and that such information may include medical records, insurance, financial and other personal and confidential data. Therefore, the VHO agrees to restrict use of such information to the performance of duties described in the VRPM policy guidelines. The VHO understands that a breach of this agreement may result in termination of this agreement and liability for breaching the client's right to privacy and confidentiality.
10. The VHO shall maintain reasonable records in the performance of this contract and shall allow access to those records by the Agency, the Administration for Community Living, or any duly appointed representatives of the state or federal government.
11. Any discovery, copyright, invention, work papers, written materials, publication, information, by-product, or end product arising out of, or incident to the performance of this MOU shall be shared with the Agency unless otherwise required by state or federal regulations.
12. The VHO will appoint a contact person to be used for communication with the Agency, and provide name, address (if different than VHO), phone number, fax number, and email address where indicated below. Please indicate whether the liaison is also the assigned volunteer coordinator.

The liaison for the VHO is: Pam Roatch

Phone/fax: (406) 454-6990

Email: proatch@cascadecountymt.gov

Also Volunteer Coordinator? Yes X No

13. The VHO will make services available in the following counties:

_____.

LIABILITY

Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

TERMINATION

This MOU may be terminated by any of the parties hereto upon written notice delivered to the other parties at least thirty (30) days prior to intended dates of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In the event that the MOU is terminated with the Area Agency on Aging, Missoula Aging Services reserves the right to contract with other service providers in the AAA's service area.

CHANGES/AMENDMENTS/ASSIGNMENT

This MOU constitutes the entire agreement between the parties. All amendments and/or changes shall be by written instrument executed by the parties hereto. The parties hereto have caused this MOU to be executed as of the date set forth herein by their duly authorized representatives. The rights and responsibilities of the parties under this contract shall not be assignable without the prior written approval of Missoula Aging Services.

FUNDING AVAILABILITY

This contract is subject to and contingent upon the continuing availability of federal funds for the purposes described herein.

BREACH OF CONTRACT

If a dispute arises between the parties under this contract over payment for goods or services, the dispute is brought before Board of Directors of Missoula Aging Services and will determine what payment will be made between the parties involved in the dispute.

CIVIL RIGHTS

The VHO will comply with the Civil Rights Act of 1964.

The VHO agrees that no person shall, on the ground of race, color, national origin, creed, sex, religion, political ideas, marital status, age or handicap be excluded from employment or participation in, be denied benefits, or be otherwise subjected to discrimination under any program or activity connected with the implementation of this contract, and further agrees that affirmative steps will be taken to employ and advance in employment qualified handicapped individuals.

The VHO further agrees that all hiring done in connection with this contract shall be on the basis of merit qualifications genuinely related to competent performance of the particular occupational task.

DUPLICATION OF COST

The VHO represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other government contract, subcontract or other government source.

POLITICAL ACTIVITIES

The VHO agrees that expenditure of funds under the terms and conditions set forth in this contract shall not be used to pay the salary or expenses of any grant or contract VHO or agent acting for such VHO to engage in any activity designed to influence legislation or appropriations pending before the Congress. This means that the costs of attempting to influence legislation pending before Congress may not be used either as direct or indirect costs.

The VHO shall cooperate with any federal investigation undertaken.

IN WITNESS WHEREOF the parties hereto have executed this MOU.

MISSOULA AGING SERVICES

337 Stephens Avenue

Missoula MT 59801

728-7682

By: [Signature]
Rob Edwards, Operations Director

Date: 6/12/18

VOLUNTEER HOST ORGANIZATION

Organization Name: Area VII Agency on Aging

By: [Signature] Date: 6/15/2018

Typed Name and Title: Kimberly Thiel-Schaefer
Director, CEO, Board President or Chairman

Federal Tax Identification #: 816001343

June 26, 2018

Contract 18-111

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 18-111
MT DPHHS Task Order #19-07-4-31-106-0
Immunization Program

INITIATED AND PRESENTED BY: Tanya Houston, CCHD Health Officer

ACTION REQUESTED: Approval of Contract

BACKGROUND:

The purpose of this contract is to continue to reduce the burden of vaccine preventable disease within Cascade County by ensuring the oversight and provision of immunization services for children, adolescents and adults.

TERM: July 1, 2018 - June 30, 2019

AMOUNT: \$34,240.00

RECOMMENDATION: Approval of Contract 18-111

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commission **approve** Contract 18-111, MT DPHHS Task Order #19-07-4-31-106-0 Immunization Program

MOTION TO DISAPPROVE: Madam Chair, I move that the Commission **disapprove** Contract 18-111, MT DPHHS Task Order #19-07-4-31-106-0 Immunization Program

CFDA #93.268, 93.539

TASK ORDER 19-07-4-31-106-0
TO CASCADE COUNTY HEALTH DEPT COUNTY UNIFIED GOVERNMENT MASTER
CONTRACT
THAT COVERS THE PERIOD OF JULY 1, 2012 THROUGH JUNE 30, 2019
IMMUNIZATION PROGRAM

THIS TASK ORDER is entered into between the Montana Department of Public Health and Human Services (DPHHS), Immunization Program (hereinafter referred to as the "Department"), whose address and phone number are 1400 Broadway, PO Box 202951, Helena, MT 59620-2951 and (406) 444-5580 and Cascade Health Department (hereinafter referred to as the "Contractor"), whose Federal ID number, mailing address, phone number, and fax number are 81-6001343, 115 4th St S, Great Falls, MT, 59401, (406) 454-6950 and (406) 791-9284 for the purpose of committing the Contractor to provide health related services required by this task order. In consideration of the mutual covenants and stipulations described below, the Department and Contractor agree as follows:

SECTION 1: PURPOSE

To reduce the burden of vaccine preventable disease within the Contractor's service area by ensuring the oversight and provision of immunization services for children, adolescents, and adults.

SECTION 2: SERVICES TO BE PROVIDED

A. The Contractor shall:

- 1) Provide and/or coordinate the delivery of immunization services, when requested, to children, adolescents, and adults per standing orders/facility medical protocol. Update and maintain immunization records in the statewide Immunization Information System (IIS), imMTrax.
- 2) Obtain and maintain staff proficiency in the imMTrax application by:
 - a) Ensuring all employees requiring imMTrax access complete the appropriate Access Request forms and agreements;
 - b) Ensuring all employees requiring imMTrax access complete training/updates applicable to their user role. DPHHS offers training throughout the year through a variety of media including in-person trainings and webinars;
 - c) Ensuring a minimum of one employee is trained in and obtains an imMTrax access level that includes the ability to merge client records.
 - d) Providing accurate and timely documentation of staffing changes resulting in imMTrax user deletion or adjustments in user role as outlined in imMTrax IIS Memorandum of Agreement.

- 3) Assess immunization records for required vaccinations for children enrolled in a child care facility, and notify child care providers of children enrolled without proper documentation of immunizations as outlined in A.R.M. 37.95.140.

Reviews are to be conducted at a minimum of 100% of licensed child care centers, and 100% of "STARS Best Beginnings" enrolled facilities. If a jurisdiction has 10 or fewer licensed child care centers then a minimum of 65% of registered family and/or group facilities must also be assessed. If a facility was not assessed in the year previous, that facility should be assessed in this contract year. Completed reviews are to be submitted to DPHHS within 10 working days of completion via the online child care reporting system. The child care review form (Attachment A) can be used during the review for data collection but does not need to be returned to DPHHS; however, it is recommended that you keep it for your files.

- 4) Review incoming School Immunization Status Surveys submitted in accordance with ARM 37.114.720 and assess for any inconsistencies or obvious data entry errors. Work with the Montana Immunization Program and/or schools to resolve data issues, as appropriate.
- 5) Collaborate with your local Women, Infants and Children Program (WIC) throughout the contract period to ensure WIC clients are up to date with Advisory Committee on Immunization Practices (ACIP) recommended vaccinations.

Suggested activities may include, but are not limited to:

- a) Checking the immunization status of children prior to the WIC visit;
- b) Providing immunization services and/or recall/reminder notices for the parents.

Report quarterly, on the WIC Collaboration Form (Attachment B), describing how your county collaborates with the WIC program in your area during first quarter or if it changes throughout the year. Each quarter please provide us with the total number of records reviewed, how many were up-to-date, how many were not up-to-date, how many of those you immunized with that quarter and any highlights that your county is doing currently.

- 6) Work to improve immunization rates in your jurisdiction by selecting a clinic specific quality improvement project and provide support to local VFC providers in your jurisdiction.

Activities include:

- a) In quarters 1 and 2, select a quality improvement project that is specific to your clinic to increase immunization rates based on data provided by the Montana Immunization Program.

- b) In quarters 3 and 4, identify providers that are below 75% up-to-date for children 24-35 months of age. Assist three to five clinics throughout quarters 3 and 4 on a project to increase immunization rates and implement best practices based on data provided on the QI activities selected during the clinics AFIX visit. If your county has less than three clinics below 75%, meet with all qualifying VFC clinics.

In quarters 1 and 2, report on the Vaccine Provider Collaboration Form (Attachment C): what quality improvement project has been selected for your clinic; what actions your clinic has taken; and how you are tracking and measuring the progress.

In quarters 3 and 4, report on the Vaccine Provider Collaboration Form (Attachment C): what clinics were selected, what quality improvement projects the clinics selected; what assistance you have provided to the clinics; and how is the clinic tracking and measuring their progress.

- 7) Work to improve adolescent coverage rates (11 – 17 years old) through the implementation of innovative activities.
 - a) Promote HPV, Tdap, MCV, and influenza vaccines (11 – 17 years old) in your health department and throughout your local jurisdiction;

Examples may include, but are not limited to:

- a) Distribution of MT TeenVax promotional materials to local VFC clinics;
- b) Promotion of MT TeenVax in your health department;
- c) Non- routine immunization clinics such as a school based clinic or sports physicals;
- d) The use of incentives in your local jurisdiction.

Report quarterly, on the Promote Vaccination Services to Adolescents Form (Attachment D). Provide a narrative describing the activities implemented and include any information about how many adolescents records reviewed and/or vaccinated.

- 8) Collaborate with local Public Health Emergency Preparedness (PHEP) program personnel, as appropriate, to improve and maintain community preparedness for influenza and other vaccine preventable disease pandemic responses by:
 - a) Collaborating with PHEP partners to assist in the completion immunization specific deliverables as describe in the PHEP contract.

- i. IZ1 - Report the number of non-routine clinics conducted, the location or setting, number of individuals vaccinated, types of vaccines administered, and the target population.
 - ii. IZ2 - Provide a list of influenza vaccine partner agencies or groups met with. If promotional materials or activities were used, indicate types used.
- b) Creating and/or maintaining a list of all complementary immunization providers (pharmacies).

Report quarter four, on the Complementary Immunization Providers Administering Influenza Vaccine (Attachment E) by type of pharmacy, contact information, address and does the pharmacy offer influenza vaccinations (if known).

- 9) Upload all Immunization Action Plan (IAP) attachments (with the exception of the Child Care Review Form [Attachment A]) to the your folder in the *IAP Quarterly Deliverables* Library through a web application made available by DPHHS within 15 days after the end of each quarter.

B. The Department agrees to:

- 1) Provide allocation of funds based upon the required activities.
- 2) Provide Contractor training, technical assistance, and help desk support for imMTrax.
- 3) Provide to the Contractor, via website and/or secure means:
 - a) Lists of child care facilities, including facilities participating in the "STARS Best Beginnings" Program through the Early Childhood Services Bureau;
 - b) Lists of WIC clinic locations and contacts;
 - c) Lists of VFC clinics and contacts;
 - d) Reports regarding the immunization status of children in your county and/or seen at your clinic.
- 4) On a quarterly basis, reimburse the Contractor for expenditures up to the limit of this Task Order for immunization activities described above, once activities have been submitted by the contractor and reviewed by DPHHS.
- 5) Provide guidelines, templates, formats and requirement criteria for each activity required. Forms and templates will be available through a web application provided by DPHHS.
- 6) Provide training and technical assistance on immunization practices through a variety of training resources.

- 7) Communicate regularly with the Contractor through monthly conference calls, telephone, e-mail and fax as necessary to enable the Contractor to complete Task Order requirements.
- 8) To the extent resources and time allow, provide on-site technical assistance concerning immunization services.

SECTION 3: EFFECTIVE DATE AND PERIOD OF PERFORMANCE

Performance of the above tasks will begin July 1st, 2018, and the services provided pursuant to SECTION 2 must be continued through June 30th, 2019.

SECTION 4: COMPENSATION

- A. The maximum total amount payable as consideration for services performed under this task order is \$34,240.00 for services provided pursuant to SECTION 2. This total includes funding from the "Montana Underinsured Adolescent Immunization Initiative" to implement innovative projects in reaching underinsured adolescents. The adolescent funding can be renewed based upon funding availability and Contractor's successful implementation of activities.
- B. Quarterly payments, for 25% of the total contract award, will be made upon receipt of completed progress reports indicating completion of all activities listed in SECTION 2.
- C. Progress Reports (IAP attachments B, C, D, and E) will be due within 15 days of the end of each quarter. Payment will be issued upon review and approval of progress reports.

SECTION 5: SOURCE OF FUNDS AND FUNDING CONDITIONS

- A. The sources of the funding for this task order is a federal grant 93.268 and 93.539 from the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services and State Special Revenue.
- B. The Contractor agrees to refrain from using funds received from the Department pursuant to this task order to purchase vaccine or equipment or for construction, fund raising, or lobbying.
- C. The Contractor agrees to refrain from using the funds received from the Department under this task order to supplant local resources or funds being spent for immunization services, including personnel support.
- D. The Contractor agrees to submit to the Department a quarterly progress report describing the activities required above no later than 15 days after the end of the quarter for which funding under this Task Order is available. Each report must cover the activities conducted during the specified three-month period. The forms for the IAP Quarterly Progress Report 2018-2019 were supplied in the IAP contract packet.

- E. The Contractor will ensure that any program income accruing to the Contractor from activities funded, in whole or in part, under this agreement is used in accordance with the requirements of 45 CFR Section 74.24.

SECTION 6: LIAISONS AND SERVICE OF NOTICES

The following persons serve as the primary contacts between the parties regarding the performance of the task order.

- A. Bekki Wehner, Immunization Program Supervisor, at bwehner@mt.gov or (406) 444-0065, will be liaison for the Department.
- B. Trixie Smith, will be liaison for the Contractor.
- C. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this task order.

SECTION 7: DISPUTE RESOLUTION PROCESS

The following process is to be used in the event of a disagreement between the Contractor and the Department about the terms of this contract. Written notification by the Contractor providing specific details about the disagreement must first be provided to the Department Bureau Chief identified below:

Jim Murphy, jmurphy@mt.gov, (406) 444-4016 is the Bureau Chief for the Department. The department bureau chief shall attempt to resolve the dispute. If resolution of the disagreement is not obtained then the Contractor may request a review and determination to be made by the division administrator. The Contractor shall provide in writing specific details about the remaining issues that are in dispute. The Contractor may also request an in-person meeting with the administrator to present its reasons or position on the disagreement. If the division administrator cannot resolve the dispute, the reasons for the department's position on the issues in dispute must be presented to the Contractor in writing.

SECTION 8: SCOPE OF TASK ORDER

This task order consists of 7 numbered pages, Immunization Status Report of Children Attending Montana Licensed and Registered Child Care Facilities, expressly referenced as Attachment A; WIC Collaboration Form, expressly referenced as Attachment B; Vaccine Provider Collaboration Form, expressly referenced as Attachment C; Promote Delivery of Vaccination Services to Adolescents (11-17 years old) Form, expressly referenced as Attachment D; and Complementary Immunization Providers Administering Influenza Vaccine Form, expressly referenced as Attachment E. This is the entire Contract between the parties.

IN WITNESS THEREOF, the parties through their authorized agents have executed this task order on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date: _____
 Todd Harwell, Administrator
 Public Health & Safety Division
 PO Box 202951, Helena, MT 59620
 406-444-4141

CASCADE CITY-COUNTY HEALTH DEPARTMENT
 CASCADE COUNTY COMMISSIONERS,

By: _____ Date: _____
 Jane Weber, Chairperson

By: _____ Date: _____
 Joe Briggs, Commissioner

By: _____ Date: _____
 James L. Larson, Commissioner

On this ____ day of ____, 2018, I hereby attest the above-written signatures of, Jane Weber, Joe Briggs, and James Larson, Cascade County Commissioners.

 Rina Fontana Moore, Clerk & Recorder

Montana Department of Public Health & Human Services
IMMUNIZATION STATUS REPORT OF CHILDREN ATTENDING MONTANA
LICENSED AND REGISTERED CHILD CARE FACILITIES
ATTACHMENT A

Please Print or Type in the following information:

<hr/> Name of Child Care Facility		<hr/> Name of Child Care Provider	<u>Type of facility:</u> <input type="checkbox"/> Center <input type="checkbox"/> Family <input type="checkbox"/> Group
<hr/> Address		<hr/> Name of Health Dept Reviewer	<u>STARS Enrolled?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No
<hr/> City	<hr/> Zip Code	<hr/> Phone # of Reviewer	
<hr/> County		<hr/> Date Report Completed	<hr/> PV #

PURPOSE OF FORM: This worksheet is to be used to help identify the immunization status of children enrolled in child care facilities according to the Administrative Rules of Montana 37.95.140 (Immunizations) and to obtain additional immunization information. This worksheet is intended to assist on-site data collection prior to online data entry and does not need to be submitted to DPHHS.

INSTRUCTIONS:

1. Assess the immunization status of each child.
2. Use the immunization requirements as outlined in the Administrative Rules of Montana 37.95.140 IMMUNIZATIONS.
3. Children with **Medical** exemptions must have HES-101 completed and signed by a physician. If you would like a medical exemption reviewed, fax to (406) 444-2920.
4. Children with **Religious** exemption may only apply to Haemophilus influenza type B (Hib) must have HES-114 completed and notarized annually.
5. Children with **Conditional** attendance must have HES-103A completed and signed by parent/guardian, and the physician/health department.
6. Enter the results of the review into the child care database <https://health.hhs.mt.gov/mcr> within ten working days of the review. We recommend that you keep form A for your files.

Please enter a number in the appropriate column

Number of children enrolled	Number of children currently up-to-date according to ARM 37.95.140	Number of children who <u>do not</u> have immunization record on file	Number of children with a Medical Exemption	Number of children who are Conditionally attending	Number of children who have a current Religious Exemption for HIB

Number of child care workers in facility	Number of child care workers up-to-date according to ARM 37.95.184 on their Td and MMR?	Does the child care facility have a written policy for ensuring routine assessment of all enrolled children's immunization records?	Does the provider have a policy for all workers to receive an influenza vaccination annually? <small>*Influenza is not an immunization requirement for child care</small>	Does the provider have a policy for all children who are of age to receive the influenza vaccination annually? <small>*Influenza is not an immunization requirement for child care</small>
		Yes No	Yes No	Yes No



WIC Collaboration Attachment B

IAP Contract Language Section 2.A.5: Collaborate with your local Women, Infants and Children Program (WIC) throughout the contract period to ensure WIC clients are up to date with Advisory Committee on Immunization Practices (ACIP) recommended vaccinations. Suggested activities may include, but are not limited to: Checking the immunization status of children prior to the WIC visit; providing immunization services and/or recall/reminder notices for the parents; developing a written protocol outlining collaboration efforts.

County Name:

Provide a narrative describing how your county collaborates with the WIC program in your area during first quarter or if it changes throughout the year. Each quarter please provide us with the total number of records reviewed, how many were up-to-date, how many were not up-to-date, how many of those you immunized with that quarter and any highlights that your county is doing currently.

☐

My County Does Not Provide WIC Services and this is provided by _____.

Quarter 1			
# of Records Reviewed	# Up-to-Date	# NOT up-to-date	# Immunized in the Qtr.
Quarter 2			
# of Records Reviewed	# Up-to-Date	# NOT up-to-date	# Immunized in the Qtr.

Quarter 3			
# of Records Reviewed	# Up-to-Date	# NOT up-to-date	# Immunized in the Qtr.
Quarter 4			
# of Records Reviewed	# Up-to-Date	# NOT up-to-date	# Immunized in the Qtr.



Vaccine Provider Collaboration Attachment C

IAP Contract Language Section 2.A.6: Work to improve immunization rates in your jurisdiction by selecting a clinic specific quality improvement project and provide support to local VFC providers in your jurisdiction. Activities include: In quarters 1 and 2, select a quality improvement project that is specific to your clinic to increase immunization rates based on data provided by the Montana Immunization Program. In quarters 3 and 4, identify providers that are below 75% up-to-date for children 24-35 months of age. Assist three to five clinics throughout quarters 3 and 4 on a project to increase immunization rates and implement best practices based on data provided on the QI activities selected during the clinics AFIX visit. If your county has less than three clinics below 75%, meet with all qualifying VFC clinics.

In quarters 1 and 2, report on the Vaccine Provider Collaboration Form (Attachment C): what quality improvement project has been selected for your clinic; what actions your clinic has taken; and how you are tracking and measuring the progress.

In quarters 3 and 4, report on the Vaccine Provider Collaboration Form (Attachment C): what clinics were selected, what quality improvement projects the clinics selected; what assistance you have provided to the clinics; and how is the clinic tracking and measuring their progress.

County Name:

Quarter 1

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Quarter 2

--

Quarter 3
Quarter 4



Promote Delivery of Vaccination Services to Adolescents (11-17 years old) Attachment D

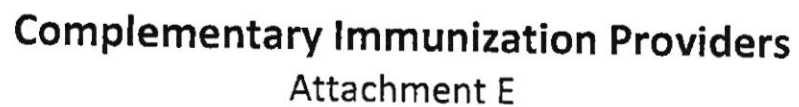
IAP Contract Language Section 2.A.7: Work to improve adolescent coverage rates (11 – 17 years old) through the implementation of innovative activities. Promote HPV, Tdap, MCV, and influenza vaccines (11 – 17 years old) in your health department and throughout your local jurisdiction. Examples may include, but are not limited to the distribution of MT TeenVax promotional materials to local VFC clinics; promotion of MT TeenVax in your health department; conducting non- routine immunization clinics such as a school based clinic or sports physicals or; the use of incentives in your local jurisdiction.

County Name:

Report quarterly, on the Promote Vaccination Services to Adolescents Form (Attachment D). Provide a narrative describing the activities implemented and include any information about how many adolescent's records reviewed and/or vaccinated.

Quarter 1
Quarter 2
Quarter 3

Quarter 4

[illegible]

June 26, 2018

Contract 18-112

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 18-112
MT DPHHS Task Order 19-07-5-01-007-0
Maternal & Child Health Block Grant

INITIATED AND PRESENTED BY: Tanya Houston, CCHD Health Officer

ACTION REQUESTED: Approval of Contract

BACKGROUND:

The Contractor agrees to provide maternal and child health services, as described in the Contractor's April 2018 Pre-Contract Survey for the Maternal and Child Health Block Grant (MCHBG), during the time frame of July 1, 2018 to September 30, 2019.

TERM: July 1, 2018 - September 30, 2019.

Grant Amount:	\$105,045.00
Match:	<u>\$ 78,783.75</u>
TOTAL:	\$183,828.75

Fiscal Year 2019:	\$122,552.50
Fiscal Year 2020:	<u>\$ 61,276.50</u>
TOTAL:	\$183,828.75

RECOMMENDATION: Approval of Contract 18-112

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commission **approve** Contract 18-112 MT DPHHS Task Order #19-07-5-01-007-0 Maternal and Child Health Block Grant.

MOTION TO DISAPPROVE: Madam Chair, I move that the Commission disapprove Contract 18-112 MT DPHHS Task Order #19-07-5-01-007-0 Maternal and Child Health Block Grant.

TASK ORDER 19-07-5-01-007-0
TO CASCADE CITY-COUNTY UNIFIED GOVERNMENT MASTER CONTRACTS
THAT COVER THE PERIODS OF July 1, 2012 to June 30, 2019.
Maternal and Child Health Block Grant Program

THIS TASK ORDER is entered into between the Montana Department of Public Health and Human Services (hereinafter referred to as the "Department"), whose address and phone number are 1400 E Broadway Room A116, PO Box 202951, Helena, MT 59620 and 406-444-4119 and Cascade City-County Health Department (hereinafter referred to as the "Contractor"), whose federal ID number, mailing address, fax number, and phone number are 81-6001343, 115 4th ST S, Great Falls, MT 59401, and 406-791-9262 for the purpose of committing the Contractor to provide health related services required by this task order. In consideration of the mutual covenants and stipulations described below, the Department and Contractor agree as follows:

SECTION 1: PURPOSE

The Contractor agrees to provide maternal and child health services, as described in the Contractor's April 2018 Pre-Contract Survey for the Maternal and Child Health Block Grant (MCHBG), for the timeframe of July 1, 2018 to September 30, 2019 and as outlined in Section 2: Services to be provided for all residents of Cascade County.

SECTION 2: SERVICES TO BE PROVIDED

The Contractor agrees to provide:

A. Maternal and Child Health (MCH) Services

- (1) Comply with the requirements of Title V: MCHBG, Section 501 to 510 [42 U.S.C. 701 to 710]; and ARM 37.57.1001 governing the MCHBG.
- (2) Ensure that MCHBG funds are used solely for providing core MCH services to pregnant women, nonpregnant women of childbearing age, infants younger than one year of age, children and adolescents under age 22, or children with special health care needs.
- (3) Send at least one staff member to a Family and Community Health Bureau sponsored MCHBG training.
- (4) Systematically collect data elements required by this task order and submit the reports by the designated due dates as outlined in Section 4.

- (5) Assess county MCH services by conducting a Client Survey, and use the results to help with program planning and selection of the national or state performance measure to be addressed by the Contractor. Results of the Client Survey must be retained by the Contractor and submitted with Attachment B, expressly referenced as the 2019 MCHBG Annual Financial and Data Report, to the Department's MCHBG Liaison.
- (6) Have on file a copy of the referral and follow-up procedure for MCH clients sent for care to other providers or facilities, such as: hospitals, Community Health Centers, Federally Qualified Health Centers, and private practice physicians.
- (7) Have on file a copy of the referral and follow-up procedure for clients who are children and youth with special health care needs (CYSHCN), *including referrals to care coordination*.
- (8) Provide any of the services described in this section, which the Contractor has contracted to provide hereunder, free of charge to an individual or member of a family whose income equals or falls below either the relevant level stated below, or any other level set by the Contractor which is higher:

<u>Size of family unit</u>	<u>Maximum income level/year</u>
1	\$12,140
2	\$16,460
3	\$20,780
4	\$25,100
5	\$29,420
6	\$33,740
7	\$38,060
8	\$42,380

(For family units with more than eight members, add \$4,320 for each additional member.) Individual eligibility must be documented in the client's record. NOTE: Because the above maximum income levels are established by the U.S. Department of Health and Human Services and are subject to revision by that department, the Department may modify the above maximum income levels by sending the Contractor written notice of new levels. The modification will be effective upon the date the Contractor receives the notice.

- (9) Establish a fee schedule which adjusts the charges to the income, resources, and family size of each such individual, and publish the fee schedule if the Contractor imposes any allowable charges for services funded under this task order to individuals other than those described in 2A (8).
- (10) Implement and evaluate two program activities to address the following national or state performance measure, as selected on the Contractor's April 2018 Pre-Contract Survey for the Maternal and Child Health Block

Grant: NPM 5 - Safe Sleep: a) percent of infants placed to sleep on their backs; b) percent of infants placed to sleep on a separate approved sleep surface; and, c) percent of infants placed to sleep without soft objects or loose bedding. Activity details are subject to approval by the Department's MCHBG Liaison.

- (11) Conduct specific planning for, or implementation of a performance measure activity at least once every quarter as pertains to the national or state performance measure referenced in 2A (10), until both activities have been completed.
- (12) Respond to requests from the Department within one week.
- (13) Include the following paragraph when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA supported publications and forums describing projects or programs funded in whole or in part with HRSA funding, including websites. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.

"This project is/was 100% supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS), CFDA # 93.994, Maternal and Child Health Services, the total Cascade City-County Health Department award amount for July 1, 2018 to September 30, 2019 is \$105,045.00. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government."

B. Fetal, Infant, Child, Maternal Mortality Review and Prevention (FICMMR)

- (1) Comply with the requirements of MCA 50-19-401 to 50-19-406 governing the Fetal, Infant, Child, and Maternal Mortality Reviews.
- (2) Review and report all fetal, infant, child, and maternal deaths occurring in the county jurisdiction by an existing Fetal, Infant, Child, and Maternal Mortality Review (FICMMR) Team - either the Contractor's own team or through written agreement with a neighboring county's team. Each county will have its own, local FICMMR Leader who is responsible for that county's FICMMR deliverables under this contract.
- (3) The local FICMMR Leader must maintain on file annually a confidentiality statement signed by all team members and all in-coming new members.

- (4) The local FICMMR Leader must notify the Department of any change in review team membership, by updating and submitting their FICMMR County Operational Plan that includes the name, occupation, and phone number of each member within 30 days of the change.
 - (5) The local FICMMR Leader must ensure that all fetal, infant, and child deaths occurring in calendar year 2017 will be reported in the National Fatality Review Case Reporting System by November 1, 2018.
 - (6) The local FICMMR Leader must ensure that all maternal deaths occurring in calendar year 2017 will be completed electronically on the Montana Maternal Mortality Case Review Reporting Form and submitted to the Department's FICMMR Program Coordinator, by November 1, 2018. The maternal form must be sent through the State's Secure File Transfer System via e-PASS.
 - (7) The local FICMMR Leader must ensure that all fetal, infant, child, and maternal deaths occurring in calendar year 2018 are reviewed. Those National Fatality Review Case Reporting System reports and Maternal Mortality Review forms will be due on November 1, 2019.
 - (8) Send the local FICMMR Leader to a Family and Community Health Bureau sponsored FICMMR Training.
 - (9) The local FICMMR Leader must attend the Department's FICMMR conference calls. If the local FICMMR Leader is unable to attend the call they must notify the Department's FICMMR Program Coordinator at least 48 hours prior to call time, or identify a replacement.
 - (10) Implement and evaluate one evidence-based/informed or best-practice injury-prevention activity (EBIBP), as detailed on the April 2018 Pre-Contract Survey, and subject to approval by the Department's FICMMR Coordinator.
 - (11) The local FICMMR Leader will ensure that the one-time FICMMR funding award of \$2000 is spent on the approved EBIBP injury prevention activity determined by the FICMMR Team. If there are remaining funds, they must be spent on critical county injury prevention needs, as determined by the FICMMR Leader. Information will be submitted on the Injury Prevention Activity Reimbursement Reporting Form, expressly referenced as Attachment D.
- C. The Department agrees to provide the Contractor with statistical data reports, technical assistance and consultation concerning the services required by this Task Order, to the extent the Department's resources allow.

SECTION 3: EFFECTIVE DATE AND PERIOD OF PERFORMANCE

Performance of this task order shall begin July 1, 2018, and the services provided pursuant to Section 2 must be completed by September 30, 2019.

SECTION 4: COMPENSATION, REPORTS, DELIVERABLES, AND DUE DATES

The Department will pay the Contractor the following for the Title V MCH Block Grant Services outlined in this task order contingent upon the receipt and approval of the required reports and deliverables as outlined below. Submitting these reports in a timely manner is very important, and connected to the reporting which is required from the Department by the Health Resources and Services Administration.

- (1) \$2,000 maximum payment, made no later than June 30, 2019, for the provision of Title V MCHBG services and the following required report has been received by the due date and approved by the State FICMMR Coordinator:
 - a. Due by May 31, 2019: Injury Prevention Activity Reimbursement Reporting Form (Attachment D)
- (2) \$17,507.50 as soon as possible after October 15, 2018, for the provision of Title V MCHBG services and the following required reports or documentation have been received by the due date and approved by the Department Liaison:
 - a. Due by October 15, 2018: The MCHBG Quarterly Report (Attachment C), for the 7/1/18 to 9/30/18 time-period;
 - b. Due by October 15, 2018: From counties with their own FICMMR Review Team: an updated FICMMR Operational Plan; or from counties utilizing another county's FICMMR Review Team: an updated county to county Memorandum of Agreement.
- (3) \$17,507.50 as soon as possible after January 15, 2019, for the provision of Title V MCHBG services and the following required reports and deliverables have been received by the due date and approved by the Department Liaison or State FICMMR Program Coordinator as appropriate:
 - a. Due by November 1, 2018: All calendar year 2017 Fetal, Infant, Child, and Maternal Mortality review case reports
 - b. Due by January 15, 2019: The MCHBG Quarterly Report (Attachment C), for the 10/1/18 to 12/31/18 time-period.

- (4) \$17,507.50 as soon as possible after April 15, 2019, for the provision of Title V MCHBG services and the following required report has been received by the due date and approved by the Department Liaison:
 - a. Due by April 15, 2019: The MCHBG Quarterly Report (Attachment C), for the 1/1/19 to 3/31/19 time-period.
- (5) \$17,507.50 as soon as possible after July 15, 2019, for the provision of Title V MCHBG services and the following required reports and deliverables have been received by the due date and approved by the Department Liaison or FICMMR Program Coordinator as appropriate:
 - a. Due by June 15, 2019: Completion of MCHBG Pre-Contract Survey
 - b. Due by July 15, 2019: The MCHBG Quarterly Report (Attachment C), for the 4/1/19 to 6/30/19 time-period;
 - c. Attendance by at least one staff member to each of the required MCHBG and FICMMR trainings during 2019.
- (6) \$17,507.50 as soon as possible after October 15, 2019, for the provision of Title V MCHBG services and the following required reports and deliverables have been received by the due date and approved by the Department Liaison or FICMMR Program Coordinator as appropriate:
 - a. Due by October 15, 2019: The MCHBG Quarterly Report (Attachment C), for the 7/1/19 to 9/30/19 time-period;
 - b. Due by October 15, 2019: The FICMMR Injury Prevention Activity Report (Attachment C);
- (7) \$17,507.50 as soon as possible after November 15, 2019, for the provision of Title V MCHBG services and the following required reports and deliverables for July 1, 2018 to September 30, 2019 have been received by the due date and approved by the Department Liaison or FICMMR Program Coordinator as appropriate:
 - a. Due by November 15, 2019: The MCHBG Compliance and Activities Report (Attachment A)
 - b. Due by November 15, 2019: The MCHBG Financial and Data Report (Attachment B)
 - c. Due by November 15, 2019: A summary of the results from the Contractor's Client Surveys.

SECTION 5: SOURCE OF FUNDS AND FUNDING CONDITIONS

- (1) Payments under this task order are contingent upon receipt of funding from the Maternal Child Health Block Grant (CFDA # 93.994), and Montana Initiative for the Abatement of Mortality in Infants State Special Revenue

Funding.

- (2) Contractor receipt of their MCH Block Grant allocation under this task order is contingent upon submission of all previous years' required reports as indicated in the Contractor's SFY 2018 MCH Block Grant Task Order.
- (3) Requests for an extension of time to submit deliverables or reports past their due date *must be made in writing to the Department's Liaison before the due date*. The request must include a description of the compelling reason that the original due date could not be met. An extension due date will be set by mutual agreement between the Department and Contractor liaisons. If no request for an extension is made before the original due date, or if the extension due date is not met, the payment associated with that due date is forfeited.
- (4) If the Contractor does not completely expend by December 30, 2019, all of the funds received pursuant to Section 4 (1) through (6) for performance of this task order, the Contractor agrees to refund the balance of those funds to the Department by January 15, 2020.
- (5) In providing the services under this task order, the Contractor agrees that it will expend from non-federal Contractor resources \$3 for every \$4 of the MCH Block Grant funds referred to in Section 4 and expended in performance of this task order. For purposes of this task order, non-federal Contractor resources do not include state general funds for which the Contractor is a recipient. Therefore, the Contractor may not include state general funds the Contractor receives as "contractor match" for purposes of this section. The Contractor must ensure that any program income (e.g., income from fees charged or any interest or other investment income earned on funds advanced to the Contractor under this task order) accruing to the Contractor from activities funded, in whole or in part, under this task order is used only for the allowable costs of the program described in this task order.
- (6) The Contractor is responsible for the establishment and implementation of policies and procedures for charging, billing, and collecting funds for the allowable services provided under this task order. Billing and collection procedures must have the following characteristics:
 - a. Charges are based on a cost analysis of all services provided. Where applicable, bills are given directly to the client or to another payment source such as Medicaid, Medicare, or private insurance.
 - b. Clients whose documented income is at or below the income levels established in Section 2A (8) may not be billed, although third parties must be billed who are legally obligated to pay for the services.
 - c. Bills to third parties must show total charges without applying any

discounts or adjustments based upon the fee schedule established by the Contractor pursuant to Section 2A (9).

- d. Bills to clients must show total charges, less any discounts or adjustments, based upon the fee schedule established by the Contractor pursuant to Section 2A (9).
- e. Bills for minors obtaining confidential services must be based on the resources of the minor.
- f. Reasonable efforts to collect bills include mailing of bills when client confidentiality is not jeopardized.
- g. A method of the aging of outstanding accounts must be established.
- h. Clients must not be denied services because of the inability to pay.

SECTION 6: LIAISONS AND SERVICE OF NOTICES

- A. Blair Lund (406) 444-0276, blund@mt.gov or her successor will be Liaison for the Department.
- B. Jo-Viviane Jones will be Liaison for the Contractor.

These persons serve as the primary contacts between the parties regarding the performance of the task order.

- C. Written notices, reports and other information required to be exchanged between the parties must be directed to the Department's Liaison at the parties' addresses set out in this task order.

SECTION 7: DISPUTE RESOLUTION PROCESS

The following process is to be used in the event of a disagreement between the Contractor and the Department about the terms of this contract. Written notification by the Contractor providing specific details about the disagreement must first be provided to the Department Bureau Chief identified as follows:

Kristen Rogers, Kristen.Rogers@mt.gov, (406) 444-4743 is the Bureau Chief for the Department. The Department Bureau Chief shall attempt to resolve the dispute. If resolution of the disagreement is not obtained then the Contractor may request a review and determination to be made by the Division Administrator. The Contractor shall provide in writing specific details about the remaining issues that are in dispute. The Contractor may also request an in-person meeting with the Division Administrator to present its reasons or position on the disagreement. If the Division Administrator cannot resolve the dispute, the reasons for the Department's position on the issues in dispute must be presented to the Contractor in writing.

SECTION 8: SCOPE OF TASK ORDER

This task order consists of nine (9) numbered pages, Attachment A expressly referenced as the 2019 MCHBG Compliance and Activities Report, Attachment B expressly referenced as the 2019 MCHBG Annual Financial and Data Report, Attachment C expressly referenced as the 2019 MCHBG Quarterly County Progress Report Template, and Attachment D expressly referenced as the Injury Prevention Activity Reimbursement Reporting Form.

IN WITNESS THEREOF, the parties through their authorized agents have executed this task order on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date _____
Todd Harwell, Administrator
Department of Public Health & Human Services, Public Health & Safety Division
1400 Broadway B201, Helena MT 59620-2951
(406) 444-4141

CASCADE CITY-COUNTY HEALTH DEPARTMENT
CASCADE COUNTY COMMISSIONERS,

By: _____ Date _____
Jane Weber, Chairperson

By: _____ Date: _____
Joe Briggs, Commissioner

By: _____ Date: _____
James L. Larson, Commissioner

On this ____ day of ____, 2018, I hereby attest the above-written signatures of, Jane Weber, Joe Briggs, and James Larson, Cascade County Commissioners.

Rina Fontana Moore, Clerk & Recorder

Attachment A

Administrative Information

DRAFT - FOR REFERENCE ONLY. THE ACTUAL FORM WILL BE AVAILABLE ONLINE FROM November 1 - 15, 2019.

This report verifies county compliance with MCHBG Task Order requirements and should be filled out by the Contract Liaison/MCH Contact. The 15-month time-frame covers State and Federal Fiscal Years 2019 (7/1/18 - 9/30/2019). If you have any questions or concerns please contact the MCHBG Task Order Liaison.

* 1. County Name:

* 2. IMPORTANT - Email a summary of your county health department's Client Survey results to the DPHHS MCHBG Contract Liaison (must be a Word document or PDF).

How were your county health department's Client Survey results used for Program Planning? (Please provide at least 1, and up to 3 examples)

Example #1

Example #2

Example #3

* 3. Does your county have a Referral & Follow-Up Procedure on file?

☐

Yes

☐

No

Administrative Information (Pg. 2)

* 4. Are services provided free of charge to clients AT or BELOW the federal poverty level?

☐ Yes

☐ No

* 5. What is your procedure when a client, who is ABOVE the federal poverty level, is in need of services?
(For example, a sliding scale for fees, based on income.)

* 6. Does your county have a Memorandum of Understanding (MOU) regarding coordination of services with local Indian reservations? This can also be a written description of interagency coordination efforts.

☐ Yes

☐ No

☐ N/A

FICMMR Information

7. IMPORTANT - Email your county's updated FICMMR Operational Plan to the DPHHS FICMMR Program Coordinator by October 15th. This document must be in a PDF or Word format. For counties utilizing a neighboring county's FICMMR team, you will instead need to submit an updated county to county FICMMR MOU.

If a neighboring county's team conducts your county's FICMMR reviews, please enter the name of that county below:

- * 8. Please summarize the fetal, infant, child, or maternal death prevention activities or campaigns your county implemented during the reporting period (7/1/18 - 9/30/19). At least one activity / campaign description is required.

Activity #1

Activity #2

Activity #3

Performance Measure Selection

- * 9. Which National or State Performance Measure (NPM/SPM) did your county select for the reporting period (7/1/18 to 9/30/19)?

- * 10. What was the NPM/SPM measurable goal that you submitted on your 2019 Pre-Contract Survey?

- * 11. What was the actual rate of your NPM/SPM as of 9/30/19?

- * 12. What impact did your county health department's NPM/SPM activities have in achieving the goal listed in question #10? Please refer to the evaluation plan submitted on the 2019 Pre-Contract Survey. At least 2 activity outcome descriptions are required.

Outcome of Activity #1

Outcome of Activity #2

Outcome of Activity #3

- * 13. How did you use this information for selecting your Federal FY 2020 NPM/SPM (10/1/19 to 9/30/20)?

14. How can the DPHHS/MCHC section assist you with your FFY 2020 NPM/SPM activities?

* 15. I certify that the information on this Compliance and Activities Report is correct, and verify compliance with the State and Federal Fiscal Year's 2019 Maternal Child Health Block Grant Task Order:

Name of Person
Completing Compliance
and Activities Report

Date

Email Address

Individuals Served with Primary Pay Source - Listed by Population Category

Attachment B: MCHBG FINANCIAL & DATA REPORT, for State and Federal Fiscal Years 2019 (July 1, 2018 - September 30, 2019*)

DUE: November 15, 2019

County:

DRAFT

MCHBG Population Category	Unduplicated number of persons served	Primary Pay Source For Each Person Served <i>For each population category, please count each person only once under their primary pay source.</i>				
		Medicaid Title XIX	CHIP	Private Insurance	None	Unknown
Pregnant Women Any pregnant women receiving any service.						
Infants: < 1 year All infants under 1 year of age receiving services.						
Children: 1 to 22 years All children 1 year of age through their 21st year, not including CSHCN. DO NOT count school screenings.						
Children with Special Health Care Needs Children birth through their 21st year who have problems requiring more than routine and basic care and/or have a diagnosed disorder.						
Others Particularly non-pregnant women age 22 to 45 (through their 44th year)						
TOTALS						
Group Encounters Include school and day care screening numbers. Group Encounter numbers are not included in above categories, as there is probably some duplication.						

*Please Note: this report is for a 15-month time period.

Individuals Served by Race - Listed by Population Category

Attachment B: MCHBG FINANCIAL & DATA REPORT, for State and Federal Fiscal Years 2019 (July 1, 2018 - September 30, 2019*)

DUE: November 15, 2019

County:

DRAFT

Population Category	Unduplicated number of persons served	Race <i>For each population category, please count each person only once by their race.</i>			
		White	American Indian	More than one race	Other/Unknown
Pregnant Women Any pregnant women receiving any service.					
Infants under 1 year All infants under 1 year of age receiving services.					
Children 1 year to 22 years All children 1 year of age through their 21st year, not including CSHCN. DO NOT count school screenings.					
Children with Special Health Care Needs Children birth through their 21st year who have problems requiring more than routine and basic care and/or have a diagnosed disorder.					
Others Particularly non-pregnant women age 22 to 45 (through their 44th year)					
TOTAL					
Group Encounters Include school and day care screening numbers. Group Encounter numbers are not included in above categories, as there is probably some duplication.					

*Please Note: this report is for a 15-month time period.

Budget and Expenditures by Population Category

Attachment B: MCHBG FINANCIAL & DATA REPORT, for State and Federal Fiscal Years 2019 (July 1, 2018 - September 30, 2019*)

DUE: November 15, 2019

County:

DRAFT

Population Category	Non-Federal County Matching Funds		MCH Block Grant Funding	
	Budgeted (75% of MCHBG Funds)	Spent (Total County Expenditure)	Budgeted	Spent
Pregnant Women Any pregnant women receiving any service.				
Infants under 1 year All infants under 1 year of age receiving services.				
Children 1 year to 22 years All children 1 year of age through their 21st year, not including CSHCN. Do not include group encounter costs.				
Children with Special Health Care Needs Children birth through their 21st year who have problems requiring more than routine and basic care and/or have a diagnosed disorder.				
Others Particularly non-pregnant women age 22 to 45 (through their 44th year).				
Group Encounters For all clients ages 0 through 21, and women ages 22 through 44. Including costs for school and daycare screenings.				
TOTALS (These need to match totals on Service Expenses tab.)				

*Please Note: this report is for a 15-month time period.

Budget and Expenditures by Types of Service

Attachment B: MCHBG FINANCIAL & DATA REPORT, for State and Federal Fiscal Years 2019 (July 1, 2018 - September 30, 2019*)

DUE: November 15, 2019

County:

DRAFT

Service Category	Non-Federal County Match		MCH Block Grant	
	Budgeted (75% of MCHBG Funds)	Spent (Total County Expenditure)	Budgeted	Spent
1. Direct Health Care Services: preventive, primary, or specialty clinical services where MCHBG funds are used to reimburse or fund providers <u>through a formal process</u> . Do not include costs which are reimbursed by other payers. Any cumulative amounts entered here must be accounted for in detail on the Direct Service Detail tab. It is preferred to NOT use MCHBG funds for direct services if at all possible.				
a. Preventive and primary care services for all pregnant women, mothers, and infants up to age one				
b. Preventive and primary care service for children				
c. Services for CYSHCN				
2. Enabling Services: non-clinical services that enable individuals to access health care and improve health outcomes. Examples include: case management, care coordination, transportation, health education, and health professional salaries.				
3. Public Health Services and Systems: activities and infrastructure to carry out core public health functions and essential services. Examples include: needs assessment, program planning, quality assurance, workforce development, population-based disease prevention and health promotion campaigns.				
4. Administration: Limited to 10% of MCHBG funds. Examples include: bookkeeping, legal aid, and supervision of persons who are not health professionals.				
TOTALS (Needs to match totals on Population Expenses tab.)				

*Please Note: this report is for a 15-month time period.

Direct Service Expenditure Details by Service Type

Attachment B: MCHBG FINANCIAL & DATA REPORT, for State and Federal Fiscal Years 2019 (July 1, 2018 - September 30, 2019*)

DUE: November 15, 2019

County:

DRAFT

Most counties will not have amounts to enter on this form -

Check the specific types of Direct Services as reported on the Service Expenses Report (previous tab). Provide the total amount of MCHBG funds expended for each.	Place an "X" if service provided	Non-Federal County Match		MCH Block Grant	
		Budgeted	Spent	Budgeted	Spent
1. Pharmacy					
2. Physician Office Services					
3. Hospital Charges (Includes Inpatient and Outpatient)					
4. Dental Care (Does Not Include Orthodontic Services)					
5. Durable Medical Equipment and Supplies					
6. Laboratory Services					
7. Other (Specify)					
TOTALS					

*Please Note: this report is for a 15-month time period.

JULY 2018 – SEPTEMBER 2019, MONTANA MATERNAL AND CHILD HEALTH BLOCK GRANT
QUARTERLY COUNTY CONTRACTOR PROGRESS REPORT (Draft)
Attachment C

County Name:

Name of Person Completing Report:

This report is for the following quarter: (please check appropriate box below)

<input type="checkbox"/>	1 st Quarter: 7/1/18 – 9/30/18 (due 10/15/18)
<input type="checkbox"/>	2 nd Quarter: 10/1/18 – 12/31/18 (due 1/15/19)
<input type="checkbox"/>	3 rd Quarter: 1/1/19 – 3/31/19 (due 4/15/19)
<input type="checkbox"/>	4 th Quarter: 4/1/19 – 6/30/19 (due 7/15/19)
<input type="checkbox"/>	5 th Quarter: 7/1/19 – 9/30/19 (due 10/15/19)

Performance Measure: (please check one box below)

<input type="checkbox"/>	NPM 5 -	Infant Safe Sleep: a) percent of infants placed to sleep on their backs; b) percent of infants placed to sleep on a separate approved sleep surface; and, c) percent of infants placed to sleep without soft objects or loose bedding. <i>Domain 2</i>
<input type="checkbox"/>	NPM 7 -	Child Injuries: rate of hospitalization for non-fatal injury per 100,000 children ages 0 through 9 and adolescents 10 through 19. <i>Domain 3</i>
<input type="checkbox"/>	NPM 13 -	Oral Health: A) Percent of women who had dental visit during pregnancy and B) Percent of infants and children, ages 1 – 17 years, who had a preventive dental visit in the last year. <i>Domain 6</i>
<input type="checkbox"/>	SPM 1 -	Access to Public Health Services: Number of clients ages 0 – 21, and women ages 22 – 44 who are served by public health departments in counties with a corresponding population of 4,500 or less. <i>Domain 6</i>
<input type="checkbox"/>	SPM 2 -	Family Support and Health Education: Number of clients ages 0 – 21, and women ages 22 – 44 who are assessed for social service and health education needs; and are then placed into a referral and follow-up system, or provided with health education as needed. <i>Domain 6</i>

The six MCH population domains are: 1) Women / Maternal Health (Ages 15 - 44), 2) Perinatal / Infant Health (Age <1), 3) Child Health (Ages 1 - 10), 4) Children and Youth with Special Health Care Needs, 5) Adolescent Health (Ages 11 - 19), and 6) Cross-Cutting / Systems Building.

MCHBG Activities Undertaken / Planned - Please describe any significant activities or planning efforts during this quarter, pertaining to your county's performance measure. This might include progress towards your performance measure goal, using your evaluation strategy. We would also like to know about any collaborative efforts with other organizations.

Operational Challenges - Please describe any challenges or issues in working towards your performance measurement goal during this quarter, and any lessons learned.

For any Injury Prevention Activities – Please let us know about *all* your injury prevention activities for our tracking purposes. IF you implemented an injury prevention activity this quarter, please provide a detailed description and, if you have it available:

- a) identify any agency/community partners;
- b) provide numbers, i.e. # of attendees, # of clients reached, etc.

For the required EBIBP FICMMR Injury Prevention Activity – The FICMMR task order requires that counties plan and implement one injury-prevention activity per year that is evidence-based/informed, or a best practice (EBIBP). The EBIBP prevention activity must be completed by September 30, 2019.

When reporting results of the EBIBP injury-prevention activity, please address in detail:

- a) the goal statement, and if it was reached;
- b) any lessons learned;
- c) other successes, growth or information the team would like to report;
- d) identify agency or community partners;
- e) provide numbers, such as the following examples:
 - held 'X' # of suicide screening events and tested 'X' # of students;
 - # of car seats inspected; # seats correctly installed;
 - # of students received ATV education and % of post-test results showing knowledge gained;
 - # of children tested for lead poisoning, and/or post-intervention follow-up for the percentage showing reduced lead blood levels.

Final Due Date: May 31, 2019 | **MCHBG Task Order Attachment D**

Date Submitted:

List all line item expenses below: (product/service, number of items purchased, distributed, etc.)

Narrative: In a few sentences, describe how the county used the funding to support its EBIP prevention initiative and any other critical injury prevention efforts.

June 26, 2018

Contract 18-113

Agenda Action Report *Prepared for the* **Cascade County Commission**

ITEM: Contract 18-113
MT DPHHS Task Order #19-07-3-01-002-0
MT Cancer Control Programs
MT Asthma Control Program
MT Tobacco Use Prevention Program

INITIATED AND PRESENTED BY: Tanya Houston, CCHD Health Officer

ACTION REQUESTED: Approval of Contract

BACKGROUND:

The purpose of this Task Order is to commit Cascade County Health Department to serve as Contractor to: Continue to implement breast and cervical screening services and patient guidance, chronic disease self-management workshops, and continue accelerating implementation of the Montana Comprehensive Cancer Control (CCC). The primary programmatic focus is the prevention and early detection of cancer in the general population. Continue to implement the Montana Asthma Home Visiting Project (MAP) as provided to the Contractor by the Montana Asthma Control Program as detailed in Attachment.

The purpose of the Montana Tobacco Use Prevention Program (MTUPP) community-based program funding is to address the public health crisis caused by the use of all forms of commercial tobacco products in Montana (including cigarettes, spit tobacco, cigars, pipe tobacco, biddies, snuff, and any nicotine delivery devices that are not related to nicotine replacement therapy), thereby reducing the disease, disability, and death related to tobacco use.

TERM: July 1, 2018 - June 30, 2019

AMOUNT: \$291,450.00

RECOMMENDATION: Approval of Contract

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commission **approve** Contract 18-113, MT DPHHS Task Order #19-07-3-01-002-0 for MT Cancer Control Programs, MT Asthma Control Program and MT Tobacco Use Prevention Program.

MOTION TO DISAPPROVE: Madam Chair, I move that the Commission **disapprove** Contract 18-113, MT DPHHS Task Order #19-07-3-01-002-0.

TASK ORDER 19-07-3-01-002-0
TO CASCADE COUNTY UNIFIED GOVERNMENT MASTER CONTRACT
THAT COVERS THE PERIOD OF JULY 1, 2012 THROUGH JUNE 30, 2019
(Montana Cancer Control Programs, Montana Asthma Control Program, Montana
Tobacco Use Prevention Program)

THIS TASK ORDER is entered into between the Montana Department of Public Health and Human Services (hereinafter referred to as the "Department"), whose address and phone number are 1400 Broadway, P.O. Box 202951, Helena, Montana 59620-2951, and (406) 3385 and Cascade County Health Department (hereinafter referred to as the "Contractor"), whose federal ID number, mailing address, fax number, and phone number are 81-6001343, 115 4th Street South, Great Falls, MT 59401 (406) 791-9284 and (406) 791-9269 for the purpose of committing the Contractor to provide health-related services required by this task order. In consideration of the mutual covenants and stipulations described below, the Department and Contractor agree as follows:

SECTION 1: PURPOSE

The purpose of this Task Order is to commit Cascade County Health Department to serve as Contractor to:

- A. Continue to implement breast and cervical screening services and patient guidance, chronic disease self-management workshops, and continue accelerating implementation of the Montana Comprehensive Cancer Control (CCC) Plan by strengthening community capacity and facilitating policy and systems change in the county of Cascade (hereinafter referred to as the "multi-county area"). The primary programmatic focus is the prevention and early detection of cancer in the general population.
- B. Continue to implement the Montana Asthma Home Visiting Project (MAP) as provided to the Contractor by the Montana Asthma Control Program as detailed in Attachment A. The MAP utilizes home visiting staff to provide education to children (ages 0-17 years) with uncontrolled asthma and their families about self-management of asthma and control of environmental asthma triggers. The program includes six (6) contacts, including at least four (4) in-home visits, provided over the course of a one-year period. In addition to the first visit, visits occur at one month, six months, and one year. Phone contacts (or optional in-home visits) occur at the three-month and nine-month time periods. One registered nurse or respiratory therapist will conduct each visit. Home-visiting interventions for children with asthma are evidence-based and have been shown to have a positive return on investment.

C. The purpose of the Montana Tobacco Use Prevention Program (MTUPP) community-based program funding is to address the public health crisis caused by the use of all forms of commercial tobacco products in Montana (including cigarettes, spit tobacco, cigars, pipe tobacco, biddies, snuff, and any nicotine delivery devices that are not related to nicotine replacement therapy), thereby reducing the disease, disability, and death related to tobacco use. Through their affiliation with MTUPP, community-based programs join with peers throughout Montana in a comprehensive statewide effort utilizing best practice methodologies to prevent tobacco use among youth and promote quitting among adult users. Key features of effective community-based programs include:

- Building community-level capacity for tobacco prevention work;
- Preventing local youth from beginning a lifetime of addiction to tobacco products;
- Promoting quitting among adults and young people;
- Eliminating exposure to the hazardous effects of secondhand smoke and actively supporting the Montana Clean Indoor Air Act of 2005; and
- Eliminating disparities related to tobacco use and its effects among certain population groups such as women of childbearing age, American Indians, and low-income residents.

The Department agrees that the community-based program funding will be used to prevent the abuse of commercial tobacco or tobacco-for-profit products only. The Department understands, respects, and supports the traditional, ceremonial and sacred uses of tobacco by Montana's American Indian population. MTUPP's long-term goal is to eliminate disparities related to tobacco use and its effects among certain population groups such as women of childbearing age, American Indians, low-income residents, and individuals with mental health or substance use disorders.

SECTION 2: SERVICES TO BE PROVIDED

A. The Contractor agrees to provide the following services:

Deliverable 1 Staffing

Support, develop and implement activities in Capacity Building and Education, Community Programs, Environments and Worksites.

(a) Use funds received under this Task Order to hire and/or retain:

1. A minimum of two (2) professional level staff assigned (.5) FTE to conduct interventions in Cancer Control and Arthritis

Approved Evidence-Based Interventions (AAEBI) programs. Maintain a minimum of three (3) people from the multi-county area trained as Chronic Disease Self-Management Program (CDSMP), Worksite Chronic Disease Self-Management (wCDSMP) and/or Walk with Ease (WWE) instructors; send new staff to be trained as needed.

2. A minimum professional level staff assigned to conduct interventions in Montana Tobacco Use Prevention Programs as follows: Cascade County (1.0).

- (b) Hire and/or retain a 0.25 to 0.5 FTE registered nurse (RN) (preferred), respiratory therapist, or licensed practical nurse (LPN) that holds an active Montana license to be responsible for carrying out the home visits for the Montana Asthma Home Visiting Program, within the focus area of Community Programs.

Deliverable 2

Work Plan Submission

- (a) Submit to the Department a proposed FY 2020 one-year work plan, due June 11, 2019, to further implement MCCP, AAEBI and MTUPP activities during the period July 1, 2019 through June 30, 2020. The work plan will be final once it has been approved by the Department.
- (b) Use the work plan template to be provided by the Department and enter the FY19 work plan into the Catalyst online reporting system.

Deliverable 3

Training and Technical Assistance

- (a) Assigned staff under Deliverable 1 will participate with the Department in telephone consultations, program orientations, on-site visits, contractor meetings, and training and program evaluations according to the schedule provided by the Department.
- (b) Funds for travel to required meetings and trainings for MCCP, MTUPP, and AAEBI are included in this Task Order.
- (c) A minimum of one (1) individual from each program area (MTUPP, MCCP, AAEBI and MAP) within the region must attend the 2018 Montana Public Health Association (MPHA) Conference and Meeting and CDPHP Pre-conference September 17-19, 2018. Funds for registration and travel to the MPHA Conference and CDPHP Pre-conference are included in the Task Order.

- (d) Communicate questions, delays, challenges, and suggestions to the Department's liaison identified below.

Deliverable 4

Data Collection, Reporting and Communication

Communicate with and report to the Chronic Disease Prevention and Health Promotion (CDPHP) Bureau programs according to the guidelines, policies and procedures outlined in the CDPHP Guidance Manual.

- (a) Using the reports provided in Catalyst, the Montana Arthritis Program online database, the Montana Asthma Program web-based data collection system, and the Montana Cancer Control Programs' Site Data System, submit quarterly progress reports to the Department, documenting completed activities laid out in the Contractor's Department-approved 2018-2019 work plan. Submit documentation of supplemental program resources received through in-kind contributions, monetary contributions, and earned media. The quarterly report schedule is:
 - (i) July 1 through September 30, 2018, due October 10, 2018;
 - (ii) October 1 through December 31, 2018, due January 10, 2019;
 - (iii) January 1 through March 31, 2019, due April 10, 2019; and
 - (iv) April 1 through June 30, 2019, due July 10, 2019.
- (b) Enter breast and cervical cancer screening data collection forms and documentation of client services into the MCCP electronic site data system (data applications CaST and SDS) on a biweekly basis and according to the CDPHP Guidance Manual. Implement data maintenance activities as requested by MCCP state office staff and run electronic site data system reports according to a schedule provided by the Department. Provide to the MCCP state office documentation of each complete screening including the following:
 - (i) Complete eligibility and enrollment. Informed consent forms signed by the client must be maintained on file at the administrative site.
 - (ii) Screening forms, and when appropriate, abnormal screening forms completed and signed by the medical service provider and entered into the site data system.
 - (iii) Any other required supporting documentation as described in the CDPHP Guidance Manual. Contractor payment is full

G. Withholding for Failure to Perform

The Department may withhold payment at any time during the term of the Task Order and may withhold final payments under the Task Order if the Contractor is failing to perform its duties and responsibilities in accordance with the terms of this Task Order. The Department will give the Contractor written notice of both the amount of withheld and of the basis for the withholding of payment.

H. Erroneous and Improper Payments

The Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. Any monies the Contractor receives in error are a debt the Contractor owes to the Department. The Contractor must immediately notify the Department if it determines a payment may be erroneous or improper, and must return that payment within 30 days of the Department requesting its return. If the Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such payment by any methods available under law or through this Task Order, including deduction of the payment amount from any future payments to be made to the Contractor.

- I. The Department at its discretion may terminate at any time the whole or any part of this Task Order or modify the terms of the task order if federal or state funding for the Task Order is reduced or terminated for any reason. Modification of the Task Order includes but is not limited to reduction of the rates or amounts of consideration or the alteration of the manner of the performance in order to reduce expenditures under the task order.

SECTION 6: LIAISONS AND SERVICE OF NOTICES

- A. Stacy Campbell, or her successor, will be the liaison for the Department. Her contact information is as follows:

Stacy Campbell, Bureau Chief
Chronic Disease Prevention & Health Promotion Bureau
1400 Broadway, Rm. C317
P.O. Box 202951
Helena, MT 59620-2951
(406) 444-3385 phone
(406) 444-7465 fax
stcampbell@mt.gov

- B. Trixie Smith, or her successor, will be the liaison for the Contractor. Her contact information is as follows:

Trixie Smith
Cascade City-County Health Department
115 4th Street South
Great Falls, MT 59401
(406) 791-9269 phone
(406) 791-9284
tsmith@co.cascade.mt.us

These persons serve as the primary contacts between the parties regarding the performance of the task order. The State's liaison and Contractor's liaison may be changed by written notice to the other party.

- C. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this task order.

SECTION 7: DISPUTE RESOLUTION PROCESS

The following process is to be used in the event of a disagreement between the Contractor and the Department about the terms of this task order. Written notification by the Contractor providing specific details about the disagreement must first be provided to the Department Bureau Chief identified below:

Stacy Campbell, (406) 444-3385, fax (406) 444-7465, stcampbell@mt.gov is the Bureau Chief for the Department. The Department Bureau Chief shall attempt to resolve the dispute. If resolution of the disagreement is not obtained then the Contractor may request a review and determination to be made by the division administrator. The Contractor shall provide in writing specific details about the remaining issues that are in dispute. The Contractor may also request an in-person meeting with the administrator to present its reasons or position on the disagreement. If the division administrator cannot resolve the dispute, the reasons for the department's position on the issues in dispute must be presented to the Contractor in writing.

SECTION 8: PUBLIC INFORMATION AND DISCLAIMERS

- A. The Contractor may not access or use personal, confidential, or privileged information obtained through the Department, its agents and contractors, unless the Contractor does so:
1. in conformity with governing legal authorities and policies;
 2. with the permission of the persons or entities from whom the information is

- to be obtained; and
3. with the review and approval by the Department prior to use, publication or release.

Privileged information includes information and data the Department, its agents and contractors produce, compile or receive for state and local contractual efforts, including those local and state programs with which the Department contracts to engage in activities related to the purposes of this Task Order.

- B. The Contractor may not use monies under this Task Order to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Task Order with any specific political agenda, political party, a candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.
- C. The Contractor must inform any people to whom it provides consultation or training services under this Task Order that any opinions expressed do not necessarily represent the position of the Department. When using non-federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the statement:

"This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."

- D. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Task Order funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Task Order.

"For contracts funded in whole or part with federally appropriated monies received through programs administered by the U.S. Department of Health & Human Services, Education or Labor. Section 503 of H.R. 3288, "Consolidated Appropriations Act, Division D, Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2010", Pub. L. No. 111-117, and in H.R. 1473, "Department" Of Defense And Full-Year Continuing Appropriations Act, 2011", Title I –

General Provisions, Sec. 1101, Pub. L. 112-10, and as may be provided by congressional continuing resolutions or further budgetary enactments."

- E. When using federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the following statement or its equivalent and must be approved by the Department liaison, prior to use, publication and release.

"This project is funded (in part or in whole) by grant number(s) *(to be provided by the Department at time of review)* from the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services and from the Montana Department of Public Health and Human Services. The contents herein do not necessarily reflect the official views and policies of the U.S. Department of Health and Human Services or the Montana Department of Public Health and Human Services."

- F. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Contractor or its agents produce with task order monies to describe and promote services provided through this Task Order.

SECTION 9: SCOPE OF TASK ORDER

This Task Order consists of numbered pages 1 through 25 and the MAP Home Visiting Program Description, expressly referenced as Attachment A. The original Task Order and any amendments will be retained by the Department. A copy of the original has the same force and effect for all purposes as the Original. This is the entire agreement as to this particular Task Order between the parties.

IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date: _____
 Todd Harwell, Administrator
 Department of Public Health & Human Services
 Public Health & Safety Division
 PO Box 202951
 Helena, MT 59620
 406-444-4141

CASCADE CITY-COUNTY HEALTH DEPARTMENT
 CASCADE COUNTY COMMISSIONERS

By: _____ Date: _____
 Jane Weber, Chairperson

By: _____ Date: _____
 Joe Briggs, Commissioner

By: _____ Date: _____
 James K. Larson, Commissioner

On this ____ day of _____, 2018, I hereby attest the above-written signatures of Joe Briggs, James Larson, and Jane Weber, Cascade County Commissioners.

 Rina Fontana Moore, Clerk & Recorder

Overview of the Montana Asthma Home Visiting Program (MAP)



I. Background

Asthma home visiting programs provide several key services to both patients with asthma and their families. First, home visits provide an opportunity for patients with asthma to receive additional education about their disease. Asthma medications can also be reviewed during a home visiting session, to ensure that the patient's medications are up to date, and that the medications are being taken correctly. Finally, home visits provide help to patients and their families in identifying potential environmental triggers that are present in their home environment.

Numerous studies have been conducted that demonstrate the effectiveness of asthma home visiting programs. One of the key studies conducted in this area was known as the Inner-City Asthma Study. Results from this study were published in the *New England Journal of Medicine* in 2004.¹ This study, which was a randomized, controlled trial, assigned over 900 children (ages 5-11 years old) with atopic asthma to one of two groups. The intervention group received both at-home asthma education and assistance in reducing exposure to asthma triggers; the control group received limited at-home visits for evaluation purposes only. The intervention phase lasted for one year, with follow-up conducted for an additional year. Analysis of the results demonstrated a significant difference between intervention and control groups on several key outcome measures. At the end of the one-year intervention, unscheduled visits to the emergency department were significantly lower among the intervention group than the control group. Other differences included: a smaller number of missed school days, less days with wheezing, and fewer nights that the caretaker had to wake up because of the child's asthma. These other differences were still observed one year after the intervention had ended.

In addition to the Inner-City Asthma Study, other asthma home visiting studies and program evaluations have also demonstrated improvement in quality of life, healthcare utilization, and productivity outcomes in various locations around the United States. As a result of the large amount of

¹ Morgan WJ, Crain EF, Gruchalla RS, et al. Results of a home-based environmental intervention among urban children with asthma. *N Engl J Med*. 2004;351(11):1068-1080.

evidence available, the Task Force on Community Preventive Services has recommended “home-based multi-trigger, multicomponent environmental interventions for children and adolescents with asthma.”² Specifically, the Task Force found that there was “strong evidence of effectiveness in reducing symptom days, improving quality of life or symptom scores, and in reducing the number of school days missed.” Additionally, the Task Force’s economic review found “that the combination of minor to moderate environmental remediation with an education component provides good value for the money invested.” Similarly, the Expert Panel Report 3: Guidelines for the Diagnosis and Management of Asthma,³ issued by the National Heart, Lung, and Blood Institute, recommends the use of asthma home-visiting programs. The Guidelines specifically recommend “that asthma education delivered in the homes of caregivers of young children be considered.” The Guidelines additionally recommend “that multifaceted allergen education and control interventions delivered in the home setting and that have been shown to be effective” be utilized for asthma patients with allergies.

The great majority of the asthma home-visiting studies and programs that have been conducted have taken place in large urban areas and among children. The Montana Asthma Home Visiting Program has been shown to be effective for children aged 0-17 years.⁴ However, before implanting an asthma home visiting program for adults on a large scale, there is a need for a pilot program to determine how well this evidence-based program will translate to older ages.

II. Program Description

The Montana Asthma Home Visiting Program (MAP) will utilize home visiting nurses and respiratory therapists to provide education to adults or children with asthma and their families about self-management of asthma and control of environmental asthma triggers. Limited environmental interventions will also be utilized. For the purposes of this program, eligible participants will be defined as those children or adults that: 1) live in the geographic area where the funded agency is located; and 2) have had at least one emergency department visit/urgent care visit/hospitalization for asthma in the past year, or scored less than 20 on the Asthma Control Test™ within the past year. Participants should have received a diagnosis of asthma from their health care provider to participate.

The program aims to increase the number of home visits to at-risk children and adults with asthma, to increase knowledge among at-risk adults or children and their families of how to manage asthma symptoms, and to increase the knowledge among at-risk adults or children and their families of how to reduce and/or eliminate environmental triggers. Additionally, the program aims to decrease the number of missed school/work days due to asthma in the previous six months, decrease unscheduled office visits and emergency department visits for asthma, increase the number of at-risk adults and

² Guide to Community Preventive Services. Asthma control: home-based multi-trigger, multicomponent interventions. www.thecommunityguide.org/asthma/multicomponent.html

³ Available at <http://www.nhlbi.nih.gov/guidelines/asthma/asthgdln.pdf>

⁴ Fernandes J *et al.* Outcomes of the Montana Asthma Home Visiting Program: A home-based asthma education program. *J Asthma*. Online 09 Feb 2018.

children with a written asthma action plan, increase the mean score on the Asthma Control Test, and decrease the number of days in the last month that at-risk adults or children needed to use a short-acting beta agonist medication. Specifically, the program will aim to meet the following target outcomes:

- Increase the pre-post test scores measuring management of asthma symptoms by 25%
- Increase the pre-post test scores measuring knowledge of methods of reducing and/or eliminating environmental asthma triggers by 25%
- A 25% reduction in the number of school days missed due to asthma in the previous six months
- Demonstrate a decline in emergency department visits and unscheduled office visits for asthma, with the cost savings per participant calculated
- Increase the percentage of participants with asthma in the program with a written asthma action plan to 100%
- Increase by 3 points the mean score on the Asthma Control Test
- Decrease by 50% the proportion of participants with asthma in the program who reported using their short-acting beta agonist medication everyday within the last month
- Calculate cost savings per participant

The program will include six contacts, including at least **four in-home visits**, provided over the course of a **one-year time period**. In addition to the first visit, visits will occur at one month, six months, and one year. Phone contacts (or optional in-home visits) will occur at the three months and nine-month time periods. A nurse or respiratory therapist will conduct each visit. The first home visit will last approximately two hours and can be broken up into a phone call and an in-home visit. The one month, six months, and one-year visits will each be approximately one hour in length. The two phone contacts will be approximately 30 minutes in length or less.

Currently, the Montana Asthma Control Program (MACP) funds 11 sites to provide home visits through the MAP. The sites must serve low-income, frontier, and/or tribal communities. Funded sites will possess expertise in the management of chronic disease and the conducting of home visits for health issues. Each site will receive up to \$30,000, which will be awarded over the course of the year.

Training will be provided to the participating nurses. During a two-day session, training will be provided by MACP staff, as well as by healthcare professionals with expertise in asthma. In addition to receiving an overview of the program, nurses will receive training on asthma medications and devices, asthma triggers, the conducting of home environmental assessments, and educational techniques. The nurses will also be trained on all of the data collection tools that will be utilized in the MAP, including how to properly fill out and submit all necessary forms.

At the training sessions, certain materials will be provided to the home visiting staff as well. These materials will include: asthma demonstration kits, educational hand-outs (including information about tobacco cessation, with linkages to the MT Quit Line), copies of the Asthma Control Test™, copies of an asthma knowledge test, a flashlight, a humidity reader, a clipboard, an updated nursing drug

guide, allergen-impermeable covers for a child's mattress, box spring, and pillow, and an educational lung model. Throughout the course of the program, as necessary, nurses will have access to free-standing HEPA grade air purifiers and any of the materials received during training sessions.

Over the course of the grant period, conference calls with the funded sites will be held at regular monthly intervals. The purpose of these calls will be to let participants share their experiences and lessons learned, obtain clarification of program implementation issues, and report on progress made. In addition to these conference calls, technical assistance will be provided by MACP staff to the funded sites throughout the duration of the grant period. MAP staff will be required to maintain contact with the participant's healthcare provider for the duration of the grant period.

Due to asthma severity and control varying from person to person, the number of in-home visits conducted by the home visiting staff will also vary depending on the household. Nurses will periodically assess the participant's progress and work together with the family to decide if more than the required in-home visits are needed to meet the project's goals.

Timeline of Activities

Before the first home visit:

- Identify target population and develop a method of referral (preferably through the local Medicaid case manager and through existing home visiting referral systems)
- Obtain consent from families that will participate
- At the first home visit (approximately 2 hours):
- *At the discretion of the nurse, this visit can be broken into a phone call or office visit, and a home visit. See following page*

1st Visit *(At the discretion of the nurse, this visit can be broken into an office visit and a home visit)*

May be done by phone or in person	Must be done in person	Must be done in home
<ul style="list-style-type: none"> - Greet the parent/guardian and child, or adult participant <ul style="list-style-type: none"> o Introduce yourself - Explain the purpose and structure of the program - Explain why you need a release of information form for the child's healthcare provider and the school nurse (if applicable). - Inform the parents/guardians that, to continue the program, you need written consent from a parent/guardian and a signature from a parent/guardian on the release of information form. 	<ul style="list-style-type: none"> - Greet the parent/guardian and child, or adult participant <ul style="list-style-type: none"> o Introduce yourself, remind them that you talked with them on the phone. - Explain the purpose and structure of the program, request and obtain written consent to continue - Explain why you need a release of information form for the child's healthcare provider and the school nurse (if applicable), and obtain a signature from the parent/guardian - Verbally administer the "Entrance Survey" to the parent/guardian <ul style="list-style-type: none"> o Explain that the survey is necessary because we are trying to ensure that those involved have a positive experience and that the program is as successful as possible - Verbally administer the "Healthcare/Medication Use, Impairment, School, and Work Questions" form <ul style="list-style-type: none"> o Ask the child and parent/guardian together the questions on that form 	<ul style="list-style-type: none"> - Provide general asthma education to the child and parent/guardian(s), or adult participant <ul style="list-style-type: none"> o Use "Asthma Education Curriculum, Session One: General Asthma Education" o Use the InCheck dial to determine if the child has correct inhaler technique - Conduct the walk-through of the home with the parent(s), utilizing the Asthma Home Environment Checklist. After filling out the form, decide jointly with the parent as to one change in the home environment that could be made by the next visit <ul style="list-style-type: none"> o After returning to the office, make copies of the checklist and send it to the parent/guardian and the child's healthcare provider - Give the allergen-impermeable covers to the family <ul style="list-style-type: none"> o Explain how they are to be placed on the child's bed; offer to demonstrate their use, if necessary

	<ul style="list-style-type: none"> - Have the parent/guardian(s) (or the child if the child is ≥ 12 years old), or adult participant complete the Asthma Knowledge Quiz <ul style="list-style-type: none"> o Explain to the parent/guardian and/or child that the quiz is being utilized to help determine what they learn during the home visiting program - Have the child and/or parent/guardian, or adult participant complete the age-appropriate Asthma Control Test <ul style="list-style-type: none"> o If participant is an adult or a child that is 12 years old or older, have them complete the Asthma Control Test on their own o If the child is between the ages of 4 and 11, have the child and parent/guardian complete the Asthma Control Test jointly (per the written instructions on the Asthma Control Test) 	<ul style="list-style-type: none"> - A folder of information will be left for the participant, including: <ul style="list-style-type: none"> o "Clearing the Air: 10 Steps to Making Your Home Asthma-Friendly" (provide to all families) o "Living well with Asthma" (provide to clients ages 12-17 years old) o "Asthma and Your Child" (provide to clients ages 5-11 years old and their parents) o "Statewide Resources" o A blank asthma action plan o A copy of the nurse's business card - Instruct the participant to review the materials that you are leaving with them and to ask any questions that they may have at the next visit
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After the visit:

- o Send the release of information form to the participant's healthcare provider and school nurse (if applicable)
- o If applicable, contact the child's school nurse and discuss your home visit
- o Send the Asthma Control Test score (if applicable) to the participant's healthcare provider
- o Send a copy of the "Healthcare/Medication Use, Impairment, School, and Work Questions" form to the participant's healthcare provider
- o Send a copy of the environmental checklist to the participant's healthcare provider
- o If necessary, send a copy of a blank asthma action plan to the participant's healthcare provider

At the one-month home visit (1 hour):

- The home visitor will go over the results from the Asthma Home Environment Checklist once again, and will see if any changes have been made by the parents to the home
 - o If not, the home visitor will assess why no change(s) have been made, and provide linkages to the appropriate resources, if necessary

- Participant and/or participant's parents will be asked how often they used their short-acting beta agonist medication in the last month.
- A short quiz assessing asthma knowledge will be given.
- The home visitor will follow up to see if the participant has seen a healthcare provider, and will review the participant's asthma action plan with the participant.
- Free-standing HEPA purifiers will be provided if the participant is exposed to secondhand smoke or where a dog/cat is present

At the three-month phone call or home visit (30 minutes or less):

- Contact participant or family by phone to address any questions or concerns about education or environmental issues. At the discretion of the home visitor or by participant request, a home visit may be made.
 - Events initiating a home visit may be the environmental change(s) had not been made at the one-month visit, short acting beta agonist medication was used more than 2 times per week in the month prior to the second visit (not counting pretreatment for exercise), the child did not have an updated asthma action plan at the second visit, or the family had requested an in-home visit during the one-month visit.
 - Otherwise, conduct the visit by telephone

At the six-month visit (one hour):

- The Asthma Control Test™ will again be administered
- A short quiz addressing asthma knowledge will be given
- Educational and environmental issues addressed as needed
- Ensure asthma action plan is still up-to-date and inhaler technique is reviewed
- Data will be collected on healthcare and medication usage
- Data will be collected on school/work days missed

At the nine-month phone call or home visit (30 minutes or less):

- Contact participant or family by phone to address any questions or concerns about education or environmental issues. At the discretion of the home visitor or by family request, a home visit may be made if
 - Events initiating a home visit may be the environmental change(s) had still not been made by the six-month visit, the score on the Asthma Control Test given at the six-month visit was <20, short acting beta agonist medication was used more than 2 times per week in the month prior to the six-month visit (not counting pretreatment for exercise), the participant did not have an updated asthma action plan at the six-month visit, or the participant had requested an in-home visit.
 - Otherwise, conduct the visit by telephone

At the twelve-month visit (one hour):

- The Asthma Control Test™ will again be administered
- A short quiz addressing asthma knowledge will be given
- Educational and environmental issues addressed as needed
- Data will be collected on healthcare and medication usage
- Data will be collected on school/work days missed
- Exit survey administered

Six months after completing (or leaving) the program (brief phone call):

- The MAP follow-up survey will be administered
- Educational and environmental issues addressed as needed
- The follow-up survey data will be submitted to MACP staff

III. Justification of program design

This program is based on the successful designs of asthma home visiting programs in other states, as well as on studies that have been described in the literature. As noted earlier, the effectiveness of asthma home visiting programs have been well established. However, it is important to keep in mind that, as noted by the Task Force on Community Preventive Services, there are still evidence gaps regarding how best to carry out some of the specific details of individual asthma home visiting programs.

For example, the effects of different levels of intensity of a home visiting program are still not well described. This includes the actual number of home visits, as well as the intensity of asthma education and environmental remediation provided. We chose four visits, with two additional phone contacts, because programs have been shown to be successful with four to six visits per 12-month period. In addition, the amount of time that we have set aside for asthma education should be adequate to meet the needs of the target population. The environmental remediation measures we have chosen to be fairly modest in scope. Obviously, the cost of interventions can rise dramatically when intense environmental remediation takes place (e.g. removing carpet, replacing walls, etc.) With no evidence demonstrating that such intense remediation would be necessary for the majority of the target population, we are not prepared to advocate such measures at this time.

It is also an unknown as to which type of home visitor is most effective when carrying out asthma home visiting programs. Programs across the country have used a wide variety of types of personnel to implement their programs, including: social workers, community health workers, certified asthma educators, and nurses. Similar outcomes have been observed with the different types of personnel. We have chosen to use registered nurses and respiratory therapists for a couple of reasons. First, registered nurses and respiratory therapists have the healthcare background and experience to effectively educate patients about asthma management with a minimal amount of additional training

needed. Using social workers or community health workers would necessitate additional training time for personnel on asthma management, and the result may be information that is not as medically accurate. Additionally, registered nurses and respiratory therapists involved in other home visiting activities have experience with the home visiting process. This experience with other chronic diseases should translate well to asthma.

In addition, as noted earlier, there is a lack of research available on implementing asthma home-visiting programs in rural settings. However, this project will continue to enable us to learn more about the implementation of asthma home-visiting programs in rural areas. The lessons learned can then be applied to a larger Montana program in the future.

payment for all expenses related to screening support activities for each screening, including follow-up of diagnostic test results and short-term follow-up of clients' breast and/or cervical test results.

(iv) Exceptions to this contingency will be determined on a contract by contract basis.

- (c) Use the MAP web-based data collection tool to record all relevant client data after each home visit. Montana Asthma Program data must be submitted online at <https://app.mt.gov/asthmahomevisit/Home/Login>.

Deliverable 5 Contractor Administrative Responsibilities

- (a) Enter work plan in online reporting system(s).
- (b) Ensure completed quarterly reports through reporting systems and submit quarterly invoice.
- (c) Distribute designated funds to subcontractors in accordance with payment schedule listed in Section 4. B. 5. below.
- (d) Communicate with Department liaison quarterly, regarding implementation of coordinated work plan.

FOCUS AREA: CAPACITY BUILDING AND EDUCATION

Deliverable 6 Partnership Building

Engage and achieve support for chronic disease prevention and health promotion goals with community members during the task order year, and sustain ties with existing partners that include broad-based community members, non-governmental organizations, as well as county/tribal health organizations.

Deliverable 7 Education of Decision Makers

- (a) Make contact by phone or in-person, with the Lead Local Public Health Official to inform them of program activities, provide information to share with local decision makers and include them in outreach efforts. Personally deliver any reports and other program news made available for the purpose of educating about CDPHP community programs.

- (b) Work with and through the Lead Local Public/Tribal Health Official or Public Health Officer to make personal contact, by phone or in-person with relevant local elected officials and legislative decision makers (such as senators and house representatives, mayor, county attorney, county commissioners, city commissioners, Board of Health, and/or tribal leaders) to promote and educate each about chronic disease prevention and health promotion programs, solicit their thoughts, and answer any questions they have. Personally deliver any reports and other program news made available for the purpose of educating about the program.

Deliverable 8 Education Through Schools

- (a) reACT Projects/Youth Events

Contractor will engage schools or youth clubs to provide youth-led community activities and mass-reach media about tobacco prevention and local tobacco policy.

- (b) Public/Private K-12 Comprehensive School Policy

Contractor will meet with local school districts to explain the intent of the Montana Clean Indoor Air Act/tobacco-free schools law and/or assist with the implementation and enforcement of Comprehensive Tobacco-Free School Policies in collaboration with the Office of Public Instruction.

Deliverable 9 Education of the Public

- (a) Mass Media

- (i) Mass-Reach Health Communication Interventions

Contractor will provide no-cost tobacco use prevention media (news stories or PSA's on TV or radio, letters to the editor from coalition members, and/or outside-sponsored media)

- (ii) Provide and Track Paid Media

Contractor will provide paid tobacco use prevention media at least each quarter (includes paid radio ads, TV ads, purchased news ads, billboards, etc.)

(b) Tobacco Education

- (i) Quarterly, Contractor will provide education on point-of-sale tobacco marketing to local schools, youth clubs, community groups, health organizations, coalitions and other leaders to grow community consensus about the problem of tobacco advertising in the retail environment.
- (ii) Contractor will provide community activities and mass-reach media to inform about harms of secondhand smoke and e-cigarette aerosol, promote awareness of smoke-free laws, and educate on violation reporting.

(c) American Indian Outreach

Coordinate with the American Indian Tobacco Prevention Specialist, where applicable, to conduct a minimum of one (1) American Indian outreach or education event related to chronic disease prevention and health promotion to an American Indian audience in the multi-county area each task order year. Outreach/education must be done in partnership with an American Indian contact from the multi-county area.

FOCUS AREA: COMMUNITY PROGRAMS

Deliverable 10

Tobacco Cessation Interventions for Vulnerable Populations

Tobacco Prevention Specialists will collaborate to develop outreach plans for Medicaid or Public Assistance recipients, Pregnant Women, the LGBTQ community, Veterans, Behavioral Health Clients and American Indians. Contractors may address additional specific populations if desired. This includes education about the Montana Tobacco Quit Line, including the Pregnancy and Postpartum program and the American Indian Quit Line.

Deliverable 11

Breast & Cervical Cancer Screening Services

Provide and facilitate screening support activities throughout the multi-county area according to the guidelines, policies and procedures outlined in the CDPHP Guidance Manual; Public Law 101-354; and the following:

- (a) Between July 1, 2018 through June 30, 2019, enroll and provide services that ensure 250 eligible clients receive breast and cervical cancer screening services, with at least 75 individuals being of American Indian status. Provide MCCP clients with a list of enrolled medical service providers from whom they may choose to receive MCCP services.
- (b) Collaborate with subcontractor(s) if applicable, statewide partners and the MCCP state office to coordinate enrollment and screening activities with the Urban Indian Health clinic, the IHS Service Unit and/or the Tribal Health facility in the multi-county area to assist American Indian men and women living on and off reservations to access MCCP services.
- (c) Initiate and maintain complete documentation of MCCP services for each client, maintain client records and ensure confidentiality of all client information.
- (d) Ensure clients with abnormal test results receive adequate and timely follow-up according to the guidelines outlined in the CDPHP Guidance Manual as long as this Task Order and any continuation thereof is in place.
- (e) In coordination with a provider office, implement a FluFIT/FluFOBT campaign during the task order period. (OPTIONAL)

Deliverable 12 Patient Guidance/Navigation

- (a) Ensure clients receive guidance to other privately or publicly funded programs for health and screening services, regardless of MCCP eligibility.
 - (i) Provide clients with local contacts and resources for health services;
 - (ii) Educate clients on screening guidelines and intervals;
 - (iii) Encourage clients to reapply to the MCCP should their eligibility status change; and
 - (iv) Collaborate with patient navigators and others who support enrollment into health insurance plans via the Marketplace in the multi-county area. Establish a formal referral process to facilitate client enrollment in either expanded Medicaid or a

subsidized health insurance plan.

- (b) Initiate and maintain complete documentation of MCCP patient guidance services for each client, maintain client records and ensure confidentiality of all client information.

Deliverable 13

Montana Arthritis Program Community Based-Programs

Regions have the options to select one or more Arthritis Approved Evidence-Based Interventions (AAEBI) to implement in the multi-county region.

Chronic Disease Self-Management Program (CDSMP)
Worksite Chronic Disease Self-Management Program
(wCDSMP) (*Pending National Release*)
Walk with Ease Self-Directed (WWW-SD)

- (a) Individual(s) offering selected AAEBIs must complete leader training to be a certified instructor before conducting an AAEBI class/workshop.
- (b) AAEBI leader will submit their instructor certificate to the Montana Arthritis Program staff within two weeks of completing training if trained in any AAEBI other than the CDSMP.
- (c) As part of the Multi-county area 2018-2019 work plan, include plans for the continuation of AAEBIs in the multi-county area.
- (d) AAEBI class/workshop data will be collected and reported into the Montana Arthritis Program online database and Catalyst on a quarterly basis.
- (e) Each AAEBI class/workshop will be comprised of 10-15 participants.
- (f) Certified AAEBI instructors will offer an AAEBI selected class/workshop and will conduct a minimum of two (2) classes/workshops per task order year, with classes/workshops held in different counties in the multi-county area.
- (g) At least one (1) instructor per multi-county area will participate on a required annual phone call or site visit with the Montana Arthritis Program staff.

Deliverable 14

Montana Asthma Home Visiting Program

- (a) Continue to implement a system for obtaining patient referrals to the MAP. Participant homes should be located within Montana and within a reasonable driving distance to the Contractor as determined by the Contractor and as the budget allows. This may include counties outside the region without an existing MAP.
- (b) Provide storage space to store the materials necessary for conducting the MAP.
- (c) Participate in telephone conference calls with the Montana Asthma Control Program at regular bi-monthly intervals (specific dates to be agreed upon by the parties).
- (d) Maintain regular contact with each participant's primary care provider (or the healthcare provider primarily responsible for managing the participant's asthma) for the duration of the participant's enrollment.
- (e) Attend a MAP specific training during the task order year. The Montana Asthma Control Program will pay for the MAP staff to attend this training outside the scope of this agreement.
- (f) Obtain referrals for and provide home visiting services to a minimum of 15 clients per year through the MAP. The minimum of 15 clients may include up to 5 adults. Contractors may choose to serve only children/adolescents for a minimum of 15 per year.
- (g) Maintain regular contact with each participating child's childcare or school, if applicable, for the duration of the child's enrollment.
- (h) Obtain consent from all participants in the MAP (utilizing a consent form to be provided by the Montana Asthma Control Program).
- (i) Provide six (6) contacts (including at least four (4) in-home visits) for all participants enrolled in the MAP that wish to remain in the program over the course of the year.
- (j) Conduct the activities during each home visit and/or phone call that are listed on the Montana Asthma Control Program's Home Visiting Guidelines (See attached document titled 'Home Visiting Program Description', Attachment A).

- (k) Attempt to contact participants who have completed or left the program six (6) months after their last visit. Conduct a brief asthma assessment of participants using provided forms as well as answer any of their questions.

Deliverable 15

Healthcare Provider Liaison

Coordinate across M CCP, MTUPP, AAEBI and MAP programs to partner with medical, dental and social service providers in the multi-county area by providing promotional materials on the available CDPHP community programs, information on how to refer and engage patients/clients in the available CDPHP community programs, and the following services:

- (a) Quit Line Services

Provide material for community promotion of the Montana Tobacco Quit Line including encouraging providers to ask about tobacco use and refer to the Quit Line via fax, web or electronic health records (where applicable).

Contractor will conduct targeted outreach to prenatal providers to increase awareness of the Pregnancy and Post-Partum Program available through the Montana Tobacco Quit Line.

Contractor will include mention of the Montana Tobacco Quit Line in publications and all presentations.

- (b) Cancer Screening Services

Maintain a medical service provider network throughout the multi-county area according to the guidelines outlined in the CDPHP Guidance Manual and the following:

- (i) Enroll on behalf of the Department qualified medical service providers to provide breast and cervical cancer screening services. Enrollment activities include:
 - i. providing an enrollment packet and instructions for completion to each interested medical service provider;
 - ii. providing at least one (1) orientation program to each new medical service provider in the multi-county area, through group or individual offerings;

- iii. include training on barriers to screening regardless of insurance status; the importance of a physician recommendation; and Marketplace application assistance available at www.healthcare.gov.
 - iv. providing each enrolled medical service provider a reference to www.cancer.mt.gov for a current CDPHP Guidance Manual and/or updates;
 - v. submitting a signed, completed provider enrollment packet to the Department's fiscal agent (Montana Medical Billing), for review, approval, and data entry.
- (ii) Identify and maintain a list of all medical service providers who practice in the multi-county area and who provide breast and cervical cancer screening services to women in the targeted age and population including those providing services through the Indian Health Service (IHS) or tribal health units as cited in the CDPHP Guidance Manual.
 - (iii) Notify Montana Medical Billing of any changes in the medical service provider network.
 - (iv) Act on behalf of the Department between the enrolled medical services providers and the MCCP.

FOCUS AREA: ENVIRONMENTS

Deliverable 16 Montana Clean Indoor Air Act (CIAA)

- (a) Contractor will provide public notice/published education that includes information on second-hand smoke and processes available to report a violation of MT CIAA.
- (b) Contractor will supply City/County/Tribal offices with materials regarding CIAA or smoke-free signage.
- (c) Contractor will continue to monitor CIAA compliance and Clean Air Reporting System (CARS) complaints, will follow local protocol for enforcement with documentation in CARS. If a local CIAA team and protocol has not been established, a plan must be developed and submitted to the Department liaison.

- (d) Contractor will inform CDPHP when CIAA enforcement challenges arise.

Deliverable 17 Secondhand Smoke Policy – Smoke-free Multi-Unit Housing (SFMUH)

- (a) Contractor will develop contacts with private and public multi-unit housing facilities without smoke-free policies and educate on the benefits of smoke-free housing policies and offer ongoing support and technical assistance.
- (b) Contractor will maintain communication with private and public multi-unit housing facilities with existing smoke-free policies and other guidance to strengthen and enforce policies.
- (c) Where applicable, Contractor will work with local Public Housing Authority to implement, enforce, or strengthen smoke-free policies annually.

Deliverable 18 Contractor will continue to explore opportunities to implement other local tobacco policies. Contractor will select a minimum of one of the following policies to work towards: (1) smoking distance provisions; (2) inclusion of e-cigarettes in local Clean Indoor Air Act Protocol; (3) tobacco-free recreation; and (4) tobacco-free events. Working towards a policy includes educating the community on the need for the benefits of a policy and providing technical assistance during introduction, implementation, and enforcement of a policy.

FOCUS AREA: WORKSITES

Deliverable 19 Implementation of Evidence-Based Practices

- (a) Worksite Wellness Technical Assistance
 - (i) In support of priorities determined by the CDPHP Bureau Worksite Wellness Workgroup (Workgroup), research and provide examples and/or resources to the Workgroup of evidence-based interventions, model policy language, and expert opinion from public health and national worksite wellness organizations.
 - (ii) As requested by the Workgroup, support the design and delivery of contractor phone calls and webinars, on topics to be determined by the Workgroup.

- (iii) Facilitate regional site visits as requested by the contractors to provide technical assistance and peer support.
- (iv) Facilitate one-to-one peer support and technical assistance to contractors as requested by contractors, utilizing guidance and program direction through Chronic Disease Bureau Worksite Wellness Workgroup. Maintain communication with the State on best practices and/or resources for technical assistance and peer support to the local contractors.
- (v) Participate as-needed in Workgroup meetings, as communicated by the Workgroup.

(b) Partner with City Chamber of Commerce

- (i) In coordination with Chronic Disease Prevention and Health Promotion Bureau, partner with Chambers of Commerce groups in cities across Montana and other employer forum groups where multiple employers gather: share with these groups the work and resources available through the Chronic Disease Prevention and Health Promotion Bureau, to include Worksite Wellness, Tobacco Cessation, Cardiovascular and Diabetes, evidence-based interventions and strategies, and AAEBI resources. Assistance includes but is not limited to: webinars, phone calls, trainings, and quarterly site visits as needed.

B. Time is of the essence under this Task Order. Uninterrupted and continuous delivery of the contracted goods and services is required. The Contractor agrees:

1. To use funds from this Task Order solely to provide the services described in this Task Order.
2. To fully participate in site visits, meetings, webinars, or conference calls that Department staff, or assigned sub-contractor(s), make to the Contractor's multi-county area. The Department, or assigned sub-contractor(s), will conduct at least one (1) site visit to evaluate the Contractor's work, determine progress, and/or provide technical training or assistance, and additional phone visits or in person visits as needed.
3. That funds received under this Task Order may not be used for:
 - (a) Any activity that involves, or may lead to involvement in, endorsement of the nomination and/or election of a political candidate, the passage of legislation or of a ballot issue, or political

- support or opposition in connection with a political committee or political activity;
- (b) For activities outside the approved Annual Work Plan or not otherwise specified in the Task Order;
- (c) To replace or supplant existing activities;
- (d) For out-of-state travel - except with prior written approval from the Department;
- (e) For construction or remodeling;
- (f) For equipment and computer hardware and/or printers - prior written approval is required from the Department before purchasing with these funds;
- (g) For collaboration with tobacco industry sponsored or tobacco industry subsidiary sponsored activities/events/funding;
- (h) To pay for pharmacological aids for the treatment of nicotine dependence, such as nicotine gum, patches, or prescription drugs;
- (i) For individual behavior change activities such as cessation classes;
- (j) To provide regular tobacco prevention curriculum instruction in K-12 and higher education classroom or school settings;
- (k) To pay tobacco users to quit using;
- (l) For cash incentives for participation in community or youth coalitions or coalition activities;
- (m) For other disease control programs, or other health related efforts not devoted to tobacco prevention and education;
- (n) For SYNAR inspection activities.

C. This is a performance-based task order; therefore:

1. Funding/payments to the Contractor will be partly based upon the review and approval of the deliverables mentioned above.
 - a. Funds will be released upon the review and approval of each deliverable due on or before the following dates: July 15, 2018, October 10, 2018; January 10, 2019, April 10, 2019 and July 10, 2019.
2. Payment for activities outside of the scope of services will not be made.

D. The Department agrees to:

1. Provide training, technical assistance, and consultation necessary for the performance of services described in A and B above.

2. Consult with the Contractor, upon the Contractor's request, concerning the subject matter of this Task Order.
3. Provide the Contractor with program guidance in the areas of planning and developing asthma control activities, cancer control activities, tobacco use prevention activities, chronic disease self-management, program administration, establishing goals and objectives, policy development and media relations, and provide ready access to the Department's liaison listed in Section 6.
4. Be readily accessible to the Contractor to discuss program issues through on-site meetings, phone, email, webinars and fax as necessary to enable the Contractor to complete task order requirements.
5. Reimburse all approved medical service providers for allowable claims relating to MCCP services and according to the current approved fee schedule, within the time frames and under the guidelines outlined in the CDPHP Guidance Manual.
6. Ensure Montana Medical Billing, on behalf of the Department, will:
 - (a) Receive all medical service provider enrollment packets and ensure all federal and state requirements are met for each provider.
 - (b) Ensure medical service providers meet all insurance, licensure and certification requirements for program services as outlined in the CDPHP Guidance Manual.
 - (c) Receive and adjudicate all claims and reimbursement data, including review for third party payment, duplication, client eligibility and allowable services.
7. Provide relevant documents, program policy updates, and fee schedule changes to the Contractor and enrolled medical service providers in the multi-county area via <http://dphhs.mt.gov/publichealth/chronicdisease>, www.cancer.mt.gov, <http://dphhs.mt.gov/publichealth/mtupp> and by phone and email communications addressed to the Contractor.
8. Provide electronic access to regular reports to the Contractor, which includes a list of MCCP clients screened in the multi-county area and the status of clinical data as required in the CDPHP Guidance Manual for these clients.

9. Review the Contractor's proposed work plan and amendments for compliance with Department guidance and negotiate revisions as needed.
10. Monitor the Contractor's breast and cervical screening goals and funding quarterly, and provide the Contractor with a status report.
11. Provide a toll-free fax line with which the Contractor may communicate with the Department.
12. Provide telephone and web meetings related to Chronic Disease Prevention and Health Promotion operations at the Department's expense.
13. Provide notice at least 30 days prior to any meeting or training workshop which the Contractor is required to attend and for which travel is necessary.
14. Provide formats and guidelines for all reports required a minimum of 30 days prior to the required due date.
15. Provide electronic access to the MCCP site data system as applicable for site entry of data collection forms.
16. Provide the Contractor with access to tobacco use prevention related materials and data available within the Department subject to the confidentiality limitations of the Department.
17. Interpret State laws and rules relating to tobacco use prevention issues, as well as provide updates on changes to federal and state laws, rules, and regulations.
18. Whenever input, review, and changes to the Contractor's work plan or reporting are required for approval by the Department, as a condition of this Task Order, provide it within seven business (7) days to the Contractor liaison.

SECTION 3: EFFECTIVE DATE AND PERIOD OF PERFORMANCE

- A. Performance of this Task Order will begin July 1, 2018, and must be continued through and completed by June 30, 2019.
- B. This is a one-time task order and there are no assurances that this agreement may be extended for any period beyond that specified above, or beyond termination otherwise provided for in the master contract. However, contingent upon successful completion of task order services, approval of the Contractor's 2019-2020 work plan, and availability of funds, the Department anticipates

offering comparable continuation funding for further program implementation.

- C. Based on funding received, the Department reserves the right to modify services and/or funding amounts at time of task order renewal or as necessary during the task order year.
- D. The completion date of performance for purposes of issuance of final payment for services under this Task Order is the date upon which:
 - 1) the Contractor is required to perform nothing further and has no additional corrective actions to complete; and
 - 2) all final reports required under this Task Order are appropriately submitted and are satisfactory in form and content as determined by the Department.
- E. After completion or termination of the Task Order, the Contractor remains obligated to comply with all continuing legal and contractual obligations, duties and responsibilities including but not limited to obligations related to state and federal reporting, record retention, provision of access and information for audits, indemnification, insurance, protection of confidential information, recipient grievances and appeals, and property ownership and use.

SECTION 4: COMPENSATION

- A. In consideration of the services provided through this Task Order, the Department will pay the Contractor up to a maximum total of \$291,450.00 as follows:
 - 1. \$266,450.00 in administrative funding (non-screening activities); and
 - 2. \$25,000.00 for Breast and Cervical Cancer Screening Support.
 - 3. The total task order amount includes funds for health educators and staff at the discretion of the Contractor to attend up to two (2) annual in-person Contractor meetings and any needed orientations and trainings for MCCP, CDSMP, and MTUPP.
- B. Payments will be made according to the following schedule. The Department will provide the invoice template.
 - 1. \$58,290.00 upon receipt and approval of regional work plan for 2018-2019 due July 10, 2018.
 - 2. \$58,290.00 upon receipt and approval of each quarterly progress report uploaded to Catalyst, The Montana Arthritis Program online database, the Montana Asthma Program web-based data collection system and the Montana Cancer Control Programs' Site Data system as applicable and

approved by the Department liaison due October 10, 2018, January 10, 2019, and April 10, 2019.

3. \$58,290.00 upon receipt and approval of 1) regional work plan for 2019-2020 and 2) final quarterly progress report have been uploaded to Catalyst, The Montana Arthritis Program online database, the Montana Asthma Program web-based data collection system and the Montana Cancer Control Programs' Site Data system as applicable and approved by the Department liaison due July 10, 2019.
4. A portion of Cancer Screening funding for the third and fourth quarters will be contingent on performance according to the following:
 - (a) To receive continued Cancer Screening funding for the third quarter, 40% of the projected screening goal cited in Section 2.A. Deliverable 11 (a) must be documented in the MCCP data base by the end of the second quarter, December 31, 2018.
 - (b) To receive continued Cancer Screening funding for the fourth quarter, 60% of the projected screening goal cited in Section 2.A. Deliverable 11 (a) must be documented in the MCCP data base by the end of the third quarter, March 31, 2019.
 - (c) Exceptions to this contingency will be determined on a contract by contract basis.
5. Contractor agrees to pay multi-county area sub-contractors as follows for Asthma activities listed above in deliverables. Payments are due to sub-contractors on or before July 31, 2018, October 31, 2018, January 31, 2019, April 30, 2019, and July 31, 2019.

Cascade County (Asthma):	\$ 6,000.00
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6. The Department will fax the Contractor's quarterly invoice template to the Contractor's liaison for verification. The Contractor will return the signed invoice to the Department liaison for review and approval before processing.
7. Costs associated with all travel required under this Task Order must be paid by the Contractor from funds received through this Task Order, with the following exception:

- a. The Department will cover the travel costs (meals, accommodation, and mileage at rates set for travel of state employees pursuant to Title 2, Chapter 18, Part 5, MCA) from funds outside of the Contractor's budget for the RN responsible for carrying out the MAP home visits to attend any required MAP trainings as described in Section 2. Deliverable 14.

SECTION 5: SOURCE OF FUNDS AND FUNDING CONDITIONS

A. Sources of Funding

The sources of funding for this task order period (July 1, 2018 through June 30, 2019) are up to \$192,795.00 from the Montana Tobacco Master Settlement Account and up to \$98,655.00 from several cooperative agreements from the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), C.F.D.A. 93.898 (\$70,305.00) and 93.800 (\$28,350.00).

B. Adjustments to Consideration

The Department may adjust the consideration provided to the Contractor under this Task Order based on any reductions of funding, governing budget, erroneous or improper payments, audit findings, or failings in the Contractor's delivery of services.

C. Other Programs as Payers for Services – Non-duplication of Payment

The Contractor may not seek compensation from monies payable through this Task Order for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

- D. In-state travel charges or rates should be in accordance with the Contractor's rates of reimbursement for its own employees; however, use of Montana State rates is encouraged. For rates please see <http://doa.mt.gov/doatravel/default.mcp.x>. Costs associated with all travel required under this Task Order must be paid by the Contractor from funds received through this Task Order.

- E. Any out-of-state travel should be in accordance with the Contractor's rates of reimbursement for its own employees and must receive prior written approval from the Department liaison before occurring.

- F. Administrative or indirect costs cannot exceed 10% of the total direct costs of the Task Order.

June 26, 2018

Contract 18-114

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 18-114
United Way of Cascade County Volunteer
Workstation Memorandum of Understanding

INITIATED AND PRESENTED BY: Tanya Houston, CCHD Health Officer

ACTION REQUESTED: Approval of Contract

BACKGROUND:

The Memorandum of Understanding contains basic provisions which will guide the working relationship between United Way of Cascade County RSVP and Trisha Gardner providing Volunteer Workstation oversight/supervision.

TERM: July 1, 2018 - June 30, 2019

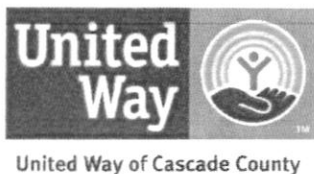
AMOUNT: N/A

RECOMMENDATION: Approval of Contract 18-114

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commission **approve** Contract 18-114, United Way of Cascade County Volunteer Workstation Memorandum of Understanding.

MOTION TO DISAPPROVE: Madam Chair, I move that the Commission **disapprove** Contract 18-114, United Way of Cascade County Volunteer Workstation Memorandum of Understanding.



18-114

VOLUNTEER WORKSTATION MEMORANDUM OF UNDERSTANDING

United Way of Cascade County Retired & Senior Volunteer Program
417 Central Ave., Suite 402, Great Falls, MT, 59403
Phone: (406) 727-3400

Volunteer Workstation: CASCADE CITY-COUNTY HEALTH DEPARTMENT
Volunteer Supervisor: TRISHA GARDNER
Address: 115 4th ST. S GREAT FALLS, MT 59401
Phone: 406-791-9261 Email: tgardner@cascadecountymt.gov
Type of Station: ☒ Public Non-Profit ☐ Private Non-Profit ☐ Proprietary Healthcare

This Memorandum of Understanding (MOU) contains basic provisions which will guide the working relationship between both parties. This MOU may be amended, in writing, at any time with the concurrence of both parties and must be renegotiated at least every three years.

BASIC PROVISIONS OF MEMORANDUM OF UNDERSTANDING:

United Way of Cascade County RSVP

- Recruit, interview, & enroll RSVP volunteers and refer volunteer to the volunteer workstation.
- Provide orientation to volunteer workstation staff prior to placement of volunteers, and at other times, as the need arises.
- Furnish accident, personal liability, and excess automobile coverage as required by program policies. Insurance is secondary and is not a primary insurance.
- Periodically monitor volunteer activities at volunteer station to assess and/or discuss needs of volunteers and volunteer station.
- Reimburse RSVP volunteers for transportation costs between their home and volunteer station in accordance with RSVP policies.

Volunteer Workstation

- Implement orientation, in-service instruction, or special training of volunteers.
- Interview and make final decision on assignment of volunteers. Any and all background screenings, or additional screenings, are the responsibility of the workstation.
- Furnish volunteers with materials required for their assignment including volunteer position/job description.
- Furnish volunteers with transportation required during their assignments if required to go to an alternative location.
- Provide supervision of volunteers on assignments.
- Provide for adequate safety of volunteers.
- Collect and validate appropriate volunteer reports for submission to RSVP office on a monthly basis. Volunteer workstations identified as impact assignments will submit to the United Way of Cascade County RSVP on a quarterly basis documentation of the impact supported by volunteers.
- Maintain the confidentiality of volunteers. Do not provide any other agency the name or other personal information of volunteers without the volunteer's approval.
- Investigate and report any accidents and injuries involving RSVP volunteers immediately to the RSVP office.
- Volunteers cannot receive a fee for service.

OTHER PROVISIONS

Separation from Volunteer Service

The volunteer workstation may request the removal of an RSVP volunteer at any time. The RSVP volunteer may withdraw from service at the volunteer workstation or from RSVP at any time. Discussion of individual separations will occur among RSVP staff, volunteer workstation staff, and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including placement with another volunteer workstation.

Letters of Agreement

When in-home assignments are made, a letter of agreement will be signed by the parties involved. The document will authorize volunteer service in the home and identify specific volunteer activities, periods, and conditions of service.

Religious/Political Activities

The volunteer workstation will not request or assign RSVP volunteers to conduct or engage in religious, sectarian, or political activities.

Labor/Anti-Labor Organizations

The volunteer workstation will not request or assign RSVP volunteer to conduct or engage in labor or anti-labor activities.

Displacement of Employees

The volunteer workstation will not assign RSVP volunteers to any assignment which would displace employed workers or impair existing contracts for services.

Accessibility and Reasonable Accommodation:

The volunteer workstation will maintain the programs and activities to which RSVP volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or addictions and diseases) and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities. In some cases, a station may not be appropriate for every volunteer.

Are there any limitations at your station that RSVP staff should be aware of in making volunteer placements with you?

☒ Yes ☐ No If Yes, please describe: STANDING/WALKING FOR EXTENDED PERIODS OF TIME MAY BE REQUIRED

Prohibition of Discrimination

The volunteer workstation will not discriminate against RSVP volunteers or in the operation of its program on the basis of race; color; national origin, including limited English proficiency; sex; sexual orientation; age; political affiliation; religion; or on the basis of disability, if the volunteer is a qualified individual with a disability.

RSVP Acknowledgement and Publicity

Specify, either by written information or verbally, the RSVP volunteers are participants in your volunteer workstation's program in all publicity featuring such volunteers, whether it is radio, TV, print or verbal presentation.

Statistical Reports

Supply statistical data on volunteer impact in community needs to United Way of Cascade County RSVP on a quarterly basis or as requested.

Memorandum of Understanding

Conditions of this Memorandum of Understanding may be amended or terminated in writing at any time at the request of either party. It will be reviewed every three years to permit needed changes. This Memorandum of Understanding contains all the terms and conditions agreed upon by the contracting parties. No other understanding, oral or otherwise, shall be deemed to exist or to bind any of the parties hereto. This Memorandum of Understanding will be in effect upon dated signature of the RSVP staff.

RSVP relies on contributions (both monetary and in-kind) to meet grant requirements. Please check any ways your organization could contribute to RSVP (Optional).

☐ Send appropriate thank you, birthday, or other volunteer recognition.

☐ Provide mileage to and from the volunteer's home and worksite.

☐ Other _____

☐ Donation to RSVP for volunteer expenses, such as meals, transportation, and/or the annual recognition event.

☐ \$100 ☐ \$50 ☐ \$25 ☐ other amount _____

Authorizing Signatures:

Volunteer Workstation (Authorized Representative)

Date: 06/08/2018

RSVP Director/RSVP Staff

Date: 6/8/2018

Revised 6/2015

June 20, 2018

AGENDA # 1

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 18-109: Interlocal Agreement with the
Town of Belt for Cascade County Law
Enforcement & Prosecutorial Services

INITIATED & PRESENTED BY: Captain Scott Van Dyken, Sheriff's Office
Josh Racki, County Attorney

ACTION REQUESTED: Approval of Contract 18-109

BACKGROUND:

Interlocal Agreement for the Provision of Law Enforcement Services by the Cascade County Sheriff's Office to the Town of Belt, Montana and for the Provision of Prosecutorial Services by the Cascade County Attorney's Office for all Misdemeanor DUI and/or PFMA Offenses issued in the Territorial boundaries of the Town of Belt, Montana. This agreement would be effective July 1, 2018 through June 30, 2020. For the law enforcement services as described, the Town of Belt shall make yearly payments to Cascade County throughout the term of this Agreement. The yearly recalculation of the payment will be referred to as the Annual Financial Plan "Exhibit A" and will be added to this agreement each fiscal year and will be jointly agreed to by all parties.

FY18/FY19: \$55,774.34

FY19/FY20: To be calculated April 1, 2019

RECOMMENDATION: Approval of Contract 18-109 Interlocal Agreement with the Town of Belt for Cascade County Law Enforcement & Prosecutorial Services

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commissioners **APPROVE** Contract 18-109, the Town of Belt Law Enforcement & Prosecutorial Services Interlocal Agreement. Effective July 1, 2018 through June 30, 2020.

MOTION TO DENY: Madam Chair, I move that the Commissioners **REJECT** Contract 18-109, the Town of Belt Law Enforcement & Prosecutorial Services Interlocal Agreement. Effective July 1, 2018 through June 30, 2020.

INTERLOCAL AGREEMENT
FOR THE PROVISION OF LAW ENFORCEMENT SERVICES
BY THE CASCADE COUNTY SHERIFF'S OFFICE TO
THE TOWN OF BELT, MONTANA
AND
FOR THE PROVISION OF PROSECUTORIAL SERVICES BY THE CASCADE
COUNTY ATTORNEY'S OFFICE FOR ALL MISDEMEANOR DUI AND/OR PFMA
OFFENSES ISSUED IN THE TERRITORIAL BOUNDARIES OF THE TOWN OF
BELT, MONTANA

WHEREAS, the Montana Interlocal Cooperation Act, codified at Mont. Code Ann. § 7-11-101, et seq., permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other local government units on the basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, the Interlocal Cooperation Act provides that public agencies may authorize and approve interlocal agreements with other public agencies to perform any administrative service, activity, or undertaking which such public agencies are otherwise authorized by law to perform; and

WHEREAS, Cascade County is a corporate political subdivision of the State of Montana pursuant to Mont. Code Ann. §§ 7-1-2101 and 7-1-4121(15) and Mont. Const. Art. XI § 2, and as such is a "public agency," as defined by Mont. Code Ann. § 7-11-103;

WHEREAS, the Town of Belt, a municipality wholly located within Cascade County, is an independent corporate political subdivision of the State of Montana pursuant to Mont. Code Ann. §§ 7-1-4101, 7-1-4121(9), 7-1-4121(15), and 7-1-4111(4) and as such is a "public agency," as defined by Mont. Code Ann. § 7-11-103;

WHEREAS, the Cascade County Sheriff ("Sheriff") is the duly elected primary law enforcement officer for Cascade County pursuant to Mont. Code Ann. §§ 7-4-2203(1)(d), 7-4-3001, and 7-32-2121, and 45 Mont. Op. Atty Gen. No. 9;

WHEREAS, pursuant to 45 Mont. Op. Atty Gen. No. 9, the Sheriff's law enforcement authority extends over the entire county, including all municipalities and townships with the county;

WHEREAS, pursuant to Mont. Code Ann. §§ 7-32-4101 and 7-32-4102, the Town of Belt must establish and maintain a police department in accordance with the provisions to Title 7, Chapter 32, Part 41, Mont. Code Ann.;

WHEREAS, pursuant to Mont. Code Ann. § 7-32-4301, MCA the territorial law enforcement jurisdiction of the Town of Belt is presently limited to the territory within the corporate town limits;

WHEREAS, pursuant to Mont. Code Ann. § 7-4-4103(4)(b), the Town of Belt may appoint a town marshal;

WHEREAS, Cascade County, the Sheriff, the Cascade County Sheriff's Office ("CCSO"), and the Town of Belt desire and intend to have one or more deputies of the CCSO provide law enforcement services in lieu of a town marshal under the terms and conditions set forth herein; and

WHEREAS, Cascade County, the Cascade County Attorney's Office, and the Town of Belt have determined it is in the best interest of all to allow the Cascade County Attorney's Office to prosecute all misdemeanor Driving Under the Influence ("DUI") and Partner-Family Member Assault ("PFMA") offenses issued in the territorial law enforcement jurisdiction of the Town of Belt in justice court.

NOW, THEREFORE, pursuant to the Montana Interlocal Cooperation Act, and in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledge, Cascade County, the Sheriff, the CCSO, the Cascade County Attorney's Office, and the Town of Belt hereby agree as follows:

1. Purpose of Agreement.

The purpose of this agreement is to minimize cost and to maximize law enforcement efficiency by mutually agreeing that the Sheriff and the CCSO will provide law enforcement services in lieu of a town marshal under the terms and conditions set forth herein; and further, to provide for law enforcement services to outlying areas in Cascade County outside the territorial jurisdiction of the Town of Belt. It is also the purpose of this agreement, in an effort to minimize cost and maximize prosecutorial efficiency that the parties agree that the Cascade County Attorney's Office will provide prosecutorial services for all misdemeanor DUI and PFMA offenses issued in the territorial law enforcement jurisdiction of the Town of Belt.

2. Provision of Law Enforcement Services.

By and through the deputies and other CCSO personnel which the Sheriff may assign to assist, the CCSO shall provide the following specified law enforcement services to the Town of Belt:

- (A) preserving the peace, in accordance with Mont. Code Ann. § 7-32-2121(1);
- (B) arresting and taking before the nearest magistrate for examination all persons who attempt to commit or have committed a public offense, in accordance with Mont. Code Ann. § 7-32-2121(2);

- (C) preventing and suppressing all affrays, breaches of the peace, riots, and insurrections, which may come to the Sheriff's knowledge, in accordance with Mont. Code Ann. § 7-32-2121(3);
- (D) conducting regular patrol within the territorial law enforcement jurisdiction of the Town of Belt;
- (E) conducting all necessary and reasonable investigation of public or government complaints indicating a possible or apparent commission of a public offense; and
- (F) providing all necessary and reasonable law enforcement support services (technical and auxiliary) currently provided by the Sheriff and CCSO in support of such similar county law enforcement patrol, investigation, and enforcement services,
- (G) for the discretionary enforcement of Belt town ordinances in accordance with the law. Accordingly, any and all costs associated with enforcement of those ordinances within the territorial law enforcement jurisdiction of the Town of Belt shall be the responsibility of the Town of Belt; and
- (H) perform other duties that are required by law.

However, notwithstanding any other provision of this agreement, the Sheriff and CCSO shall not be responsible;

- 1) to regularly attend proceedings of the City Court of the Town of Belt, except in the performance of the above described law enforcement services;
- 2) to serve, enforce, or execute civil process issued by the City Court of the Town of Belt; and
- 3) perform or provide any other Town function or service not expressly provided for under the terms of this agreement.

The Sheriff and CCSO shall provide the above-described law enforcement services twenty-four (24) hours per day within the corporate town limits of the Town of Belt and such other areas as may hereafter be within the territorial law enforcement jurisdiction of the Town.

3. Minimum Hour Requirements and Scheduling.

The Sheriff and deputies shall not be required to patrol the corporate town limits of the Town of Belt continuously for twenty-four (24) hours each day, but at a minimum, the Sheriff and CCSO shall provide twenty (20) hours of law enforcement services (inclusive of patrol, calls, report writing and required follow up investigation) within the territorial law enforcement jurisdiction of the Town of Belt per week for a total of one thousand forty (1,040) hours each full year of this agreement. The CCSO can count hours spent responding to calls for service outside a normal

patrol period within the territorial law enforcement jurisdiction of the Town of Belt towards meeting the twenty (20) hour per week requirement. In the event that any agreement period is less than twelve (12) months, the total minimum law enforcement service hours required under this agreement for the partial year shall be the total number of weeks involved multiplied by the factor of twenty (20) hours.

Each month the CCSO will provide the Town of Belt a schedule showing the deputies generally assigned to work in or near the Town. The Town of Belt recognizes this schedule is a fluid document that will change as necessary due to law enforcement needs. The Sheriff and CCSO shall provide these hours of law enforcement service in a fairly consistent manner; however, the total monthly hours for service may vary depending on weather conditions and activity.

Documentation showing the calls for service and time spent will be on the Monthly activity report.

4. Management and Supervision.

Exceptions otherwise provided by law, the Sheriff and the CCSO shall be exclusively responsible to manage and supervise the planning, organization, hiring, training, scheduling, operations, and direction of all law enforcement personnel and resources incident to the provision of law enforcement services under this agreement.

The Sheriff and CCSO shall give prompt and due consideration to all request for law enforcement services within the territorial boundaries of the Town of Belt and shall in good faith make every reasonable effort to promptly respond and comply with such requests in accordance with generally accepted law enforcement practices and in the interests of justice and public safety. However, the Sheriff and CCSO retains the right to commit the deputies to respond and assist in law enforcement functions outside the territorial boundaries of the Town of Belt in accordance with generally accepted law enforcement practices and in the interests of justice and public safety.

5. Facilities Personnel, and Equipment.

The Sheriff and CCSO shall provide and maintain all equipment, personnel, and supplies necessary to provide the above-described law enforcement services to the Town of Belt. The Town of Belt shall provide reasonable access to general office equipment currently located within the Cascade Town Hall for the purpose of conducting law enforcement business.

6. Prosecution Services.

Except for those prosecutions required by law or properly requested by the Cascade County Attorney to be commenced in district court, and/or those criminal charges excepted below, all prosecutions for misdemeanor offenses and violations of the Town of Belt's ordinances shall be commenced in the City Court of the Town of Belt and shall be prosecuted by the Town Attorney for the Town of Belt.

However, all Driving Under the Influence (“DUI”) and Partner-Family Member Assault (“PFMA”) offenses issued will be written into either justice court or district court, whichever court is applicable, and will be prosecuted by the Cascade County Attorney’s Office. The Cascade County Attorney’s Office shall be responsible for providing all equipment, supplies, and secretarial staff needed for such services. The Cascade County Attorney’s Office shall be exclusively responsible to manage, supervise, and direct these prosecutions.

7. Prisoner Expense and Fine Distribution.

The Town of Belt shall not be responsible to provide a detention center for any person detained by the Sheriff and/or CCSO in the course of providing law enforcement services under this agreement. In accordance with the provisions of Title 7, Chapter 32, Part 22, Mont. Code Ann., and in accordance with any applicable order of a court of competent federal or state jurisdiction, Cascade County shall maintain a detention center and shall be responsible for the costs associated with the detention of, prisoners detained in the detention center for violation of state laws committed within the territorial boundaries of the Town of Belt. However, in accordance with the provisions of Title 7, Chapter 32, Part 22, Mont. Code Ann., the Town of Belt shall be responsible for the costs associated with the detention of any prisoners detained in the detention center for violation of Town ordinances.

In accordance with the provisions of Mont. Code Ann. § 46-17-303, and except as otherwise provided by law, all fines imposed and collected by the City Judge of the Town of Belt shall be the property of the Town of Belt except that any fines collected by the City Court on drug offenses shall be turned over to the CCSO for deposit into a drug forfeiture account pursuant to Mont. Code Ann. § 46-18-235(1)(b).

8. Payment for Law Enforcement Services.

For law enforcement services as described herein, the Town of Belt shall make yearly payments to Cascade County throughout the term of this Agreement. The total amount of the yearly payment will be determined by a formula which is based on actual expenditures from specific line items from the most recent Sheriff’s Office Budget available. Example: for the Town of Belts Law Enforcement Cost for FY 2019 the most recent actual amounts would be from Sheriff’s Office FY 2017. When calculating an expense per Deputy, the divider will be the actual number of Deputies paid for out of 209 – County Sheriff, in FY 2017, which was 35 as shown below.

The yearly recalculation of the payment will be referred to as the Annual Financial Plan “Exhibit A” and will be added to this agreement each fiscal year and will be jointly agreed to by all parties.

For each fiscal year, the Sheriff Office shall provide the proposed Exhibit A to the governing body of Cascade County and the Town of Belt no later than April 1st in advance of the subject fiscal year. No later than the first Thursday in June of each year, the respective governing bodies of Cascade County and the Town of Belt shall, by resolution, approve or reject the proposed annual budget. If either governing body fails or refuses to timely approve and annual budget as

required herein, then this agreement shall terminate, effective on the first day of the next succeeding July, unless otherwise agreed in writing by the governing bodies.

The Town of Belt will receive from the CCSO detailed information regarding the CCSO's total actual expenditures for the previous fiscal year with the Exhibit A. So for example, no later than April 1, 2019, the CCSO shall provide to the Town of Belt budgetary documents demonstrating the CCSO's actual expenses for FY 2018, for the following funds: 2301-209 County Sheriff, 2301-222 STYLE, 2301-270 Animal Control, 2301-348 Public Safety Communications.

Yearly Law Enforcement Cost Formula for Exhibit A

Deputy 1st Class (w/o Coroner)	\$00.00
Each year pick the most senior 1 st Class Deputies total earnings	
	+
Employer Contributions	\$00.00
For Senior 1 st Class Deputy listed above	
	+
Yearly IT Expenses Per Deputy	\$00.00*
Cost only reflects equipment upkeep and replacement (* Not IT Staff)	
	+
Uniform Costs Per Deputy	\$00.00*
Minimum Union Contract CBA 8.2 (* Less than actual costs)	
	+
Firearms	\$00.00/35 = \$00.00
209-200.226	
	+
Training	\$00.00 + \$00.00 = \$00.00/35 = \$00.00
209-300.370 + 209-300.380	
	+
2017 Vehicle Expenses	\$00.00 + \$00.00 = \$00.00/35 = \$00.00
209-300.374 + 209-800.820	
	+
Insurance	\$00.00 + \$00.00 + \$00.00 = \$00.00/35 = \$00.00
209-500.510 + 290-500.513 + 209-500.514	
	+
Dispatch	\$00.00/35 = \$00.00 - \$00.00 = \$00.00
348-800.880 - Belt 911 Quarters	
	+
M. Contracts, Supplies	\$00.00 + \$00.00 + 00.00 + \$00.00 = \$00.00/35 = \$00.00
209-300.363 + 209-200.210 + 209-200.220 + 209-200.227	
Total	\$00.00/2 = \$00.00 → Cost to Town of Belt

The Town's yearly payment shall be made in two biannual payments – the first one half (1/2) is due on or before the third Tuesday of August (hereafter "First Half Payment") and the second one half (1/2) is due on or before the third Tuesday of January, (hereafter "Second Half Payment") – as follows:

In the event that the Town of Belt fails to make a timely payment as provided herein, this agreement shall immediately terminate if the Town of Belt thereafter fails to make complete payment within five (5) business days of receipt of a written demand from Cascade County for payment of such deficiency.

If Cascade County and the Sheriff and/or the CCSO are inclined or required to incur additional unbudgeted costs in any fiscal year, then Cascade County shall be exclusively responsible for such unbudgeted costs, except as the County may otherwise contract with the Town of Belt to offset such budget deficiency for that fiscal year. If Cascade County seeks such contract, it must make a proposal to the Town of Belt supporting such request on or before April 1st.

9. Payment of Misdemeanor Prosecution Services for DUI/PFMA Offenses.

The Town of Belt agrees to pay the Cascade County Attorney's Office a flat fee of Two Hundred Dollars (\$200.00) for each misdemeanor DUI and PFMA offense issued in the territorial jurisdiction of the Town of Belt and prosecuted by the County Attorney's Office. The parties agree to review this flat fee amount prior to the beginning of Fiscal Year 2020 to determine if an increase or decrease is supported by the statistics and resources being expended in support of these prosecutorial services.

Thirty (30) days prior to the Town of Belt's First Half Payment and Second Half Payments (as outlined in paragraph 8 above), the County shall provide the Town with a bill for the total fee due and owing for these prosecutorial services. Upon receipt, the Town of Belt agrees to include such payment with its First or Second Half Payment, respectively.

10. Reporting By Sheriff.

On or before the fifteenth (15th) day of each month, the Sheriff and/or CCSO shall provide to the Town of Belt a written report for the last preceding month, setting forth: (1) the number and incident type, as well as response times (call creation and end times) of all law enforcement services and (2) a list of all citations, including but not limited to DUI, PFMA, and/or traffic, issued by the CCSO within the territorial boundaries of the Town of Belt.

11. Liability and Agency.

The Sheriff and CCSO shall provide specified law enforcement services and the Cascade County Attorney's Office shall provide specified prosecutorial services to the Town of Belt under this agreement as independent contractors to the Town of Belt and as the duly authorized entities of Cascade County. The Town of Belt shall not be liable for any claim or action that may arise as a result of any negligent or intentional conduct of the Sheriff, CCSO, and/or Cascade County Attorney's Office in providing services under this agreement. However, in entering into and providing services under this agreement, Cascade County and the CCSO do not and shall not assume any liability otherwise attributable by law to the Town of Belt arising from the Town's legal obligation to provide law enforcement services within its territorial boundaries.

This agreement shall not create any new or independent government agency. Further, this agreement shall not create an agency relationship between the Town of Belt, Cascade County, the Sheriff, CCSO, and/or Cascade County Attorney's Office except that the Sheriff and/or County Attorney shall be considered an agent of the Town of Belt only to the extent necessary and for the limited and sole purpose of giving official authority and effect to their official acts in the course of providing law enforcement services and/or prosecutorial services under this agreement within the territorial boundaries of the Town of Belt.

The Sheriff, County Attorney, and/or deputy(s), and any other persons employed by the CCSO and/or Cascade County Attorney's Office in providing law enforcement services and/or prosecutorial services under this agreement shall at all times exclusively be employees of Cascade County, and thus, shall have no entitlement or claim to any benefit, status, or right of employment of the Town of Belt. The Town of Belt shall not be liable for direct payments of salaries, wages, retirement, or any other compensation to such county officers and employees under this agreement.

12. Insurance and Indemnification.

Cascade County shall maintain liability insurance covering the Sheriff, the CCSO, and the Cascade County Attorney's office and their personnel in the course of providing law enforcement and/or prosecutorial services under this agreement. Cascade County shall defend, indemnify, and hold harmless the Town of Belt from all costs, legal expenses and fees, or damages for injury to persons or property caused by the negligence or intentional misconduct of its employees in providing or failing to provide law enforcement and/or prosecutorial services required under this agreement. Conversely, the Town of Belt shall defend, indemnify, and hold harmless Cascade County and the Sheriff for any liability resulting from the negligent or intentional conduct of the Town of Belt arising from its legal obligation to provide law enforcement services within its territorial boundaries.

13. Unilateral Termination.

Either party may unilaterally terminate this agreement by written resolution of its governing body and upon providing all other parties written notice of intent to terminate the agreement pursuant to this section. Termination under this section shall be effective only if the terminating party provides notice of termination at least ninety (90) days prior to the date of termination. Upon such timely notice, this agreement shall terminate on the specified termination date. Upon termination under this section, Cascade County shall be entitled to that portion of the Town of Belt's annual payment under Section 7 of this agreement for each month, on a pro-rated monthly basis, in the fiscal year of termination in which this agreement was in effect, however long. However, in such event, Cascade County shall remit payment to the Town of Belt, on a pro-rated monthly basis, for each month of the fiscal year of termination in which this agreement was not in effect.

14. Duration.

This agreement shall be effective upon the execution of all parties, and beginning on July 1, 2018, and continuing through June 30, 2020.

15. Distribution of Assets.

Upon termination of this agreement, Cascade County, the Sheriff, the CCSO, and the County Attorney's Office shall retain and have exclusive title, responsibility, and control over all existing and after-acquired personnel, facilities, equipment and other property acquired or employed by Cascade County in providing services under this agreement.

16. Amendment.

Except as otherwise expressly provided herein, this agreement may not be amended except by a written agreement of the undersigned parties, in conformance with the requirements of the Montana Interlocal Cooperation Act, codified at Title 7 Chapter 11, Part 1, Mont. Code Ann., and as such statutes may hereafter be amended.

17. Time of Essence.

Time is of the essence in the performance of all provisions and services of this agreement.

18. Severability.

If any term of this agreement should hereafter be declared or become void or unenforceable by judicial decree or operation of law, all other terms of this agreement shall continue to be effective unless the void or unenforceable terms materially defeats the manifest intent and purpose of this agreement.

19. Merger.

This agreement constitutes the entire agreement of the undersigned parties with respect to the matters addressed herein and supersedes any and all previous agreements or representations, if any, between the parties.

20. Construction.

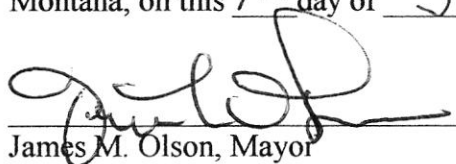
In the event of any ambiguity or imprecision in regard to the construction of the provisions of this agreement, such ambiguity or imprecision shall not, as a matter of course, be construed against any of the undersigned entities. All provisions of this agreement shall be construed to affect the manifest intent and purpose of this agreement.

21. Assent.

Pursuant to Mont. Code Ann. § 7-11-104, the undersigned hereby authorize, approve, and execute the terms of this agreement.

TOWN COUNCIL OF THE TOWN OF BELT, CASCADE COUNTY, MONTANA

DATED AND APPROVED by the Town Council of the Town of Belt, Cascade County, Montana, on this 7th day of June, 2018.


James M. Olson, Mayor

ATTESTED this 7th day of June, 2018.


Lynn Schilling, Town Clerk/Treasurer

(TOWN SEAL)

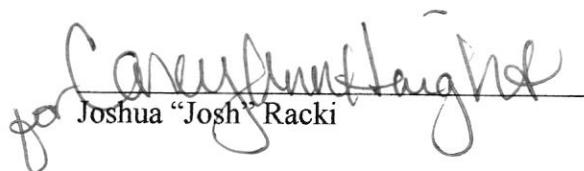
CASCADE, MONTANA

CASCADE COUNTY SHERIFF


Robert "Bob" Edwards

Dated this 8 day of June, 2018.

CASCADE COUNTY ATTORNEY'S OFFICE


Joshua "Josh" Racki

Dated this _____ day of _____, 2018.

**BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY**

Jane Weber, Chairman

Joe Briggs, Commissioner

Jim Larson, Commissioner

ATTESTED this _____ day of _____, 2018.

Cascade County Clerk & Recorder

Exhibit A

Public Safety – Belt Contract 07-01-2018 through 06-30-2018

2301- Public Safety 34.2021

Deputy 1st Class (w/o Coroner) **\$61,193.53**

Each year pick the most Senior 1st Class Deputy total earnings

+

Employer Contributions **\$20,724.62**

For Senior 1st Class Deputy listed above

+

Yearly IT Expenses Per Deputy **\$1,486.17***

Cost only reflects equipment upkeep and replacement (* Not IT Staff)

+

Uniform Costs Per Deputy **\$600***

Minimum Union Contract CBA 8.2 (* Less than actual costs)

+

Firearms **\$34,296.79/35 = \$979.90**

209-200.226

+

Training **\$12,032.50 + \$19,240.77 = \$31,273.27/35 = \$893.52**

209-300.370 + 209-300.380

+

2017 Vehicle Expenses **\$293,249.20 + \$333,500.00 = \$626,749.20/35 = \$17,907.12**

209-300.374 + 209-800.820

+

Insurance **\$13,306.54 + \$23,444.18 + \$4,294.31 = \$41,045.03/35 = \$1,172.71**

209-500.510 + 290-500.513 + 209-500.514

+

Dispatch **\$349,999.90/35 = \$9999.99 - \$4,081.31 = \$5,918.68**

348-800.880 - Belt 911 Quarters

+

M. Contracts, Supplies **\$4,994.91 + \$5,500.00 + 5,872.32 + \$7,168.03 = \$23,535.26/35 = \$672.43**

209-300.363 + 209-200.210 + 209-200.220 + 209-200.227

Total

\$111,548.68/2 = \$55,774.34

Itemized Revenue:

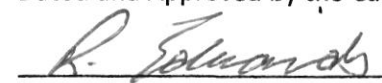
2301-000 34.2021	1/2 Due 7/31/18	\$27,887.17
	1/2 Due 1/31/19	\$27,887.17

Dated and Approved by the Town Council of the Town of Belt, Cascade County Montana on this 7th day of June, 2018



Jim Olson, Mayor

Dated and Approved by the Cascade County Sheriff, Cascade County Montana on this 8 day of June, 2018



Bob Edwards, Cascade County Sheriff

Dated and Approved by the Board of County Commissioners, Cascade County Montana on this _____ day of _____, 2018

Jim Larson, Commissioner

Joe Briggs, Commissioner

Jane Weber, Chairman

June 26, 2018

Agenda #3

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: ExpoPark Advisory Board Appointment

PRESENTED BY: Commission

ExpoPark Advisory Board

<u>Applicants</u>	<u>Vacancy (2)</u>	(3 Yr. Term)	Term Expiration: June 30, 2021
Richard Hart	_____		
Delphine Taylor	_____		
Ken Thompson	_____		



CASCADE COUNTY
BOARD APPLICATION

Cascade County Commissioners
RECEIVED

JUN 15 2018



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 6/15/2018

NAME Richard Hart

TELEPHONE (Home) 727-7753 (Work) 868-4747 (Cell) _____ (E-Mail) alhart1942@yahoo.com

CURRENT ADDRESS 4209 Central Avenue - Great Falls, MT 59405

Previous Public Experience (Elected or Appointed) None

Previous Volunteering or County Boards None

Current Volunteering or County Boards None

Current Employer Previous - Retired from Montana Department of Transportation.

Education Some college (MSU & College of Great Falls)

Please indicate which of the following Boards/Trustee positions you are interested in.
Mark 1st, 2nd, 3rd choices below.

- | | | |
|---|---|---|
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Fire Fee Service Area | <input checked="" type="checkbox"/> Planning |
| <input type="checkbox"/> Compensation | <input checked="" type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input checked="" type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)

I started working @ the State Fair @ Cassaday's .5 pitch (age of 10),
then worked as a runner for the horse races (America Tote) getting
change. I have lived in Great Falls for 74 years.



Cascade County Commissioners
RECEIVED
JUN 15 2018
**CASCADE COUNTY
BOARD APPLICATION**



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(Please Print or Type)

Date 6/15/2018

NAME Delphine T. Taylor (Sissy)

TELEPHONE (Home) _____ (Work) 771-7630 (Cell) 901-277-6605 (E-Mail) dwt58@charter.net

CURRENT ADDRESS 3901 7th Ave S - Great Falls, MT 59405

Previous Public Experience (Elected or Appointed) None

Previous Volunteering or County Boards Hospice volunteer in Memphis;
Soup kitchen volunteer @ St. Ann's in Great Falls.

Current Volunteering or County Boards _____

Current Employer Curves/Jenny Craig - Fitness Coach

Education Tennessee School of Massage

**Please indicate which of the following Boards/Trustee positions you are interested in.
Mark 1st, 2nd, 3rd choices below.**

- | | | |
|---|---|---|
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input checked="" type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)



CASCADE COUNTY
BOARD APPLICATION

Cascade County Commission

RECEIVED

JUN 15 2018



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 6/15/2018

NAME Kenneth Thompson

TELEPHONE (Home) _____ (Work) _____ (Cell) 786-5872 (E-Mail) mtgrizzlyfan@gmail.com

CURRENT ADDRESS 317 34 Ave NE, Great Falls,

Previous Public Experience (Elected or Appointed) _____

Previous Volunteering or County Boards Neighborhood Council 1994-1997

Law Enforcement Board of Directors 2012-2015

Current Volunteering or County Boards Great Falls Police Commission 2016-present

Chamber of Commerce Military Affairs Com. Present

Current Employer Retired - GFPD LT, MT DOS, USAF Reserve

Education High School, some college

Please indicate which of the following Boards/Trustee positions you are interested in.
Mark 1st, 2nd, 3rd choices below.

- | | | |
|---|---|---|
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input checked="" type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)

Supervised security when City ran The Fair.

Member of Rocky Mtn Assoc. of Fairs for 6 years

Member MT Officials Assoc 15 years over

Have experience in crowd control & security issues.

Have experience in entertainment booking, contracts, contract riders, light & sound production.

Have experience in Basketball Tournament management, hospitality & crowd security & management.

Have experience in public speaking. I have spoken in front of groups many times while employed at The Dept. of Justice and Police Dept. I have spoken to the media many times as well. I conducted press briefings for each of those agencies.

I have chaired board meetings and am familiar with parliamentary procedure.

I volunteered to help Jr High school and High School kids learn the process of an employment interview. I did so at North Jr High, GFHS, CMR and Paris. I have been asked to help with The Chamber Jr. Leadership.

I substitute taught at CMR for one school season.

June 26, 2018

AGENDA #4

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	<u>Public Hearing:</u> Preliminary Plat of Rolling Meadows Phase III Major Subdivision
INITIATED BY	Robert & Gale Morgan, Bonesteel LLC
ACTION REQUESTED	Approval of Rolling Meadows Phase III Preliminary Plat
PRESENTED BY	Sandor Hopkins, Planner

BACKGROUND:

Robert and Gale Morgan, Bonesteel LLC, request preliminary plat approval for Rolling Meadows Phase III Major Subdivision consisting of fourteen (14) residential lots ranging in size between 1.77 acres and 2.42 acres and one additional lot of 0.58 acres that will be dedicated as a Utility Lot for the water system. The property lies within the Mixed Use (MU) zoning district and the total acreage of the project site is 28.303 acres. Access to the proposed subdivision lots will be via two existing approaches on West Ulm Road, or approaches from Centre Street/Ulm-Vaughn Road for lots 3M and 3N. Lots will have cisterns for water, and wastewater drainfields will be sized for 5 bedroom homes with locations determined by the Department of Environmental Quality. Law enforcement services will be provided by the Cascade County Sheriff's Department and fire protection support will be provided by the Ulm Volunteer Fire Department, response time will be dictated by weather and road conditions. The property is located outside of any Special Flood Hazard Areas, known as Zone X (FIRM Panel number 30013C0575E). The subdivision has an existing 120,000 gallon irrigation tank on site that will be modified to hold a minimum capacity of 17,000 gallons, or 10,000 plus 500 per lot, for fire protection services.

The Cascade County Planning Division sent out a notice to Interested Agencies on March 30, 2018, and received no comments of concern. Notice of the public meeting was sent to adjacent property owners by non-certified mail on March 30, 2018. The application was presented to the Planning Board on April 17, 2018, for a recommendation. The subdivision was presented at the May 8th Commission meeting and tabled to June 26 due to concerns regarding the Homeowners

Association. In that period of time the applicant revised the Preliminary Plat to eliminate the Parkland Dedication, adjust two lot sizes, and create a utility lot. The applicant will be required to provide new calculations for cash-in-lieu before the Final Plat can be recorded.

RECOMMENDATION: The Cascade County Planning Board voted unanimously, 6-0, to recommend, that the Cascade County Commissioners conditionally approve the Preliminary Plat of Rolling Meadows Phase III Major Subdivision. This proposed subdivision is located in the SW ¼ of Section 32, Township 20 North, Range 2 East P.M.M., Cascade County, Montana. The Planning Board also recommended an additional condition (20) to address conflict within the existing homeowners association and any changes that may be made with regards to the expansion of the Rolling Meadows Subdivision.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO DENY: Madam Chairman, I move that the Commissioners, after consideration of the Staff Report and Findings of Fact **deny** Rolling Meadows Phase III Major Subdivision.

MOTION TO APPROVE: Madam Chairman, I move that the Commissioners after consideration of the Staff Report and Findings of Fact **approve** Rolling Meadows Phase III Major Subdivision, subject to the following nineteen (19) or twenty (20) if the Board deems necessary:

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat;
2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat;
3. Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (M.C.A. 76-3-612);
4. Causing to be recorded in conjunction with the final plat the covenants of the Major Plat that contain, at a minimum, a noxious weed control program, an erosion control program, a limit to livestock and pets, a provision prohibiting commercial or industrial uses, and that impose upon all landowners the exclusive responsibility to improve and maintain the public rights of way created by and indicated on the subdivision plat;
5. Causing to be recorded in conjunction with the final plat homeowners' association documents with sufficient authority and procedural mechanisms to administer, enforce, and fund the perpetual maintenance and discretionary improvement of the public rights of way created by and indicated on the subdivision plat;

6. Causing to be recorded on the plat a statement concerning limited public services;
7. Pursuant to 7-22-2152 M.C.A. (2017), submitting a written plan to the Cascade County Weed Board specifying the methods for weed management procedures with regards to this development;
8. Causing to be recorded on the plat an Agriculture Notification statement;
9. A certificate of waiver of park land dedication and acceptance of cash in lieu thereof statement placed on the plat ~~for the 0.19 acres that are not covered by the 1.17 of parkland dedication;~~
10. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of West Ulm Road, Ulm-Vaughn Road, or any county road in the vicinity used to access the major subdivision, Rolling Meadows Phase 3, or any other road that can be used to access these lots as determined by Cascade County, provided that all other property owners served by said road share equitable in such an RSID. This waiver shall expire 20 years after the date the final plat is filed with Cascade County. This statement of waiver shall be placed on the final plat.
11. Design, construction, inspection, and certification, by a licensed professional engineer, of all internal private roads and cul-de-sacs to Cascade County Subdivision Road Specifications, as well as the purchase and installation of all required street signs and stop signs. All of the above items to be at the developer's expense and to be completed prior to the approval of the final plat.
12. The inclusion on the major plat a statement provided by Cascade County certifying the status of the internal subdivision roads.
13. The inclusion of setbacks in the covenants as required by the Cascade County Zoning Regulations;
14. Montana Department of Environmental Quality (MDEQ) Certificate of Subdivision Approval (COSA) shall be submitted with the final plat;
15. Cause to be filed with final plat a Declaration of Covenant that declares that all of the properties described shall be held, sold, and conveyed subject to the following covenant which shall run with the real property and be binding on all parties having any heirs, successors and assigns, and shall bind each owner

thereof. The covenants may be revoked for any or all parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County;

16. Modification of existing irrigation tank installed on-site, properly maintained and equipped with the proper appurtenances for the Ulm Volunteer Fire Department to use for firefighting at all times. Provide the developers install and the homeowners association maintain an accessible approach for access to the cistern at all times. The modification of the tank, with a maximum capacity of 120,000, will allow it to maintain a minimum of 17,000 gallons for fire suppression services;
17. The homeowners association shall be responsible for the continual maintenance of the equipment subject to adequate inspections by the Fire Chief of the Ulm Volunteer Fire Department to insure the equipment is being properly maintained;
18. MDEQ approval for the proposed site grading and drainage and stormwater conveyance system shall be submitted prior to final plat approval. Additionally, final engineering plans, stamped by a professional engineer in the State of Montana, shall be submitted to the Cascade County Planning Division with the final plat submittal;
19. A copy of the MDEQ General Discharge Permit for Stormwater associated with construction activity shall be submitted prior to final plat approval, if applicable; and
20. *That the Home Owners Association reach a general positive consensus on covenants and concerns and provide a consensus letter.*

Attachments: Findings of Fact
Reduced Subdivision Application

cc: Tony Prothero, Shedhorn Engineering, LLC.

FINDINGS OF FACT FOR A PRELIMINARY PLAT OF ROLLING MEADOWS PHASE 3 MAJOR SUBDIVISION LOCATED IN THE SE 1/4 SW 1/4, SECTION 32, TOWNSHIP 20 N., RANGE 2 E., P.M.M. CASCADE COUNTY, MONTANA

The application requesting preliminary plat approval for Rolling Meadows Phase 3 major subdivision was received on February 13, 2018. The submittal was determined to contain all required components sufficient for adequate public review on March 28, 2018 and scheduled for public hearing for the Cascade County Planning Board on April 17, 2018 pursuant to statutory requirements. Notice of the public hearing was sent to adjacent property owners on March 30, 2018 and published in the Great Falls Tribune on April 1, 2018 and April 8, 2018.

Shedhorn Engineering LLC (subdivider) and Robert and Gale Morgan, Bonesteel LLC (Owners) request preliminary plat approval for Rolling Meadows Phase 3 major subdivision consisting of fifteen (15) lots ranging in size from 0.58 acres to 2.42 acres. The total acreage of the project site is 28.303 acres.

I. PRIMARY REVIEW CRITERIA

Effect on Agriculture

The proposed subdivision presently consists of one (1) parcel of land (28.303 cumulative acres) within the Mixed-Use Zoning District. To the west, north, and east of the project site is residential development in a Mixed-Use District. To the south across West Ulm Rd is an mostly undeveloped parcel of land zoned Mixed-Use (19.41 acres) containing three agricultural outbuildings. The soil is made up entirely of Assiniboine-Absher complex, 0 to 2 percent slopes, and is not classified as farmland of state-wide importance. Additionally, the size of the parcel would restrict sustainable agricultural operations.

Effect on Local Services

The proposed subdivision will receive law enforcement services from the Cascade County Sheriff Department and fire protection services from the Ulm Volunteer Fire Department. The owners have an existing irrigation storage tank with a capacity of 120,000 gallons on site that will be modified to maintain a minimum of 17,000 gallons for fire suppression services.

A letter requesting comments was sent to the Ulm Volunteer Fire Department Chief and any response received from them will be forwarded to the Planning Board and the County Commissioners.

Parkland dedication is required as part of this subdivision. Per the subdivision regulations, 5% of the acreage subdivided for residential use is required to be dedicated as parkland, or covered by a cash-in-lieu payment. ~~Since 27.13 acres are being subdivided, 1.36 acres will be the minimum parkland dedication. The applicant has proposed a 1.17 acre tract as parkland, and plans to cover the remaining 0.19 acres with a cash-in-lieu parkland dedication payment. The Broker's opinion of value provided with the application estimates the value of raw, unsubdivided, unimproved land at \$2,250 per acre, which will require a payment of \$428.~~

Based on trip generation factors available from the Institute of Transportation Engineers, the 12 new residences that feed onto West Ulm Road will generate an additional 114.84 trips per day resulting in a total of 571 trips per day along that road, up from 456. The two lots that will have approaches onto Ulm-Vaughn Road will increase the Average Daily Trips along that road from

408 to 428 trips per day. In both cases, this will not represent a significant degradation of Level of Service or safety.

Letters requesting comments were sent to the Montana Department of Transportation and the Cascade County Road and Bridge Division. No comments have been received back from either of these agencies.

Effect on the Natural Environment

Subdivision of the site is not expected to create significant surface run-off problems. The proposed development is outside of any regulated floodplains, will not alter any lakebeds or stream channels, and is approximately 0.5 miles north of the Missouri River. The Department of Environmental Quality will review the subdivision plan as part of the Sanitation in Subdivisions Act, and will include a review of the storm water design to mitigate runoff resulting from development in the subdivision.

The soil is made up entirely of Assinniboine-Absher complex (0 to 2 percent slopes) and is not classified as farmland of statewide importance. Additionally, the property was never put into farming use but kept as vacant land with native grasses. Due to the small size of the parcel, farming would not be economical. The project was sent to the Cascade Conservation District for review, any comments received will be forwarded to the Planning Board and Commissioners.

The subdivision is not expected to adversely affect native vegetation, soils, water quality, or the quantity of surface or ground waters. Disturbed areas during development will be re-seeded and the weed management plan will be followed to reduce the spread of noxious weeds.

Effect on Wildlife and Wildlife Habitat

This location is in an area that has been developed and is part of the unincorporated township of Ulm. There are no important habitats, wildlife areas, migration routes, wetlands, or habitat for sensitive or endangered species. The major species that would be affected would likely be the Black-tailed Prairie Dog and the Chestnut-collared Longspur. Humans and pets are likely to have a negative impact on wildlife in the area, however landscaping could provide more habitat for wildlife. Letters requesting comment have been submitted to the Department of Fish, Wildlife, and Parks. The subdivision will not result in closure of public access to hunting or fishing areas, nor to public lands.

Effect on Public Health and Safety

Based on available information, this subdivision does not appear to be subject to potential natural hazards such as flooding and rock slides; nor potential man-made hazards such as nearby heavy industrial or mining activity. Wildfires are always a possibility in subdivisions adjacent to crop or pasture land when located within the wildland urban interface. Fire and emergency services have been addressed. Vehicle access to the subdivision will be primarily off of West Ulm Road, with two lots serviced by Ulm-Vaughn Road.

II. REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATION

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the

surveying requirements specified in the Uniform Standards for Monumentation, and conforms to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

III. COMPLIANCE WITH THE CASCADE COUNTY GROWTH POLICY

The proposed subdivision is in general compliance with the Cascade County Growth Policy to preserve and enhance the rural, friendly and independent lifestyle currently enjoyed by Cascade County's citizens and by ensuring that all new roads be built to county specifications, designing subdivisions so as to minimize the risk of fire, promoting adequate ingresses and egresses, adequate water supply systems, requiring local review of subdivisions meet DEQ regulations, and by complying with the weed district's weed management plans. The area is not located in a designated Resource Protection Area, Prohibitive Development Area or Conditional Development Area; therefore, those standards are not applicable to the proposed subdivision.

SETBACK STANDARDS

The minimum standards must comply with the Cascade County Zoning Regulations.

SLOPE STANDARDS

Development on slopes exceeding thirty percent is prohibited except where a licensed engineer, with demonstrated experience in the field of slope stabilization certifies that the development will create no slope failure or erosion hazards.

OFF-STREET PARKING STANDARD

All parking in the proposed subdivision will be accommodated on the premises and entirely off street.

RESIDENTIAL DEVELOPMENT STANDARD

The minimum standards must comply with the Cascade County Zoning Regulations.

SOIL EROSION STANDARD

The proposed subdivision should not cause soil erosion or other adverse impacts of runoff on neighboring properties, roads, or watercourses. There is no development taking place on the lots remaining in the county.

SOILS LIMITATIONS STANDARD

Soils that have moderate or severe limitations for the proposed subdivision will be identified and measures to mitigate such limitations will be implemented.

ROAD ACCEPTANCE AND MAINTENANCE POLICY

Legal access, described as public street and utility easement, to the lots will be provided on the final plat. There are two private access road that will be a privately maintained by

the HOA to access the subdivision. The County will not have responsibility for road maintenance until such time as the County accepts the internal roads as County roads.

FIRE PROTECTION STANDARD

This development lies within and receives fire protection services from the Ulm Volunteer Fire District. Response time will be dictated by weather and road conditions. A letter has been sent to the Ulm Fire Chief asking for comments on the proposed subdivision. Any comments received will be sent to the Planning Board and the County Commissioners.

SCHOOL SYSTEM'S CAPACITY STANDARD

Letters were sent to the Cascade County Superintendent of Schools, the Cascade School Superintendent, and the Ulm Public Schools Principal. The Cascade School Superintendent and Principal for Ulm Public Schools both responded that the schools in their district would have the capacity to service students from the proposed subdivision.

IV. EASEMENTS FOR UTILITIES

Any comments received by staff will be forwarded to the Planning Board and County Commissioners. All easements will be shown on the final plat.

V. LEGAL AND PHYSICAL ACCESS

1. Legal access will be provided to all lots through private street easements placed on the final plat. The existing roads in this subdivision will not be county responsibility until such time as the county accepts them.
2. Legal access will be provided to Lots 3M & 3N through county approaches from Ulm-Vaughn Road.

VI. OPTIONS AND RECOMMENDATIONS

In making their recommendations and decisions, the Cascade County Planning Board and the Cascade County Commission shall consider the following:

- A. relevant evidence relating to the public health, safety, and welfare;
- B. the Summary of Probable Impacts;
- C. the Cascade County Growth Policy; and
- D. the provisions outlined in the Cascade County Subdivision Regulations and the Montana Subdivision and Platting Act.

VII. DECISION ALTERNATIVES

1. Approve the proposed subdivision.
2. Approve the proposed subdivision with conditions.
3. Table the proposed subdivision for further study.
4. Deny the proposed subdivision.

June 26, 2018

AGENDA #5

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	<u>Public Hearing:</u> Final Plat approval for Phase XV of Big Bend Ranch Subdivision located within the subdivision boundaries in the SW ¼ of Section 2, and N ½ of Section 11, Township 19 N, Range 3 E, P.M.M. Cascade County, Montana
INITIATED BY:	Tim Wilkinson, Developer/Big Bend LLC
ACTION REQUESTED:	Final Plat approval for phase XV of Big Bend Ranch Subdivision.
PRESENTED BY:	Alex Dachs, Cascade County Senior Planner

BACKGROUND:

Tim Wilkinson, developer of the Big Bend Ranch Subdivision is requesting final plat approval for phase XV, of the Big Bend Ranch Major Subdivision. The City-County Planning Board initially reviewed and conditionally approved the preliminary plat on August 22, 2001. The Commissioners at the time approved the preliminary plat of this subdivision when it was reviewed and conditionally approved by the Cascade County Commission on September 11, 2001 as part of the Master Development Plan. The Master Development Plan approved approximately 175 tracts to be brought in by Phases. At the time of approval in September, 2001, the developer had signed and filed papers for waiving the right to protest a RSID (Rural Special Improvement District) for the entire development. It was also agreed that there would be a signature block added to each Phase filed regarding the waiving of the right to protest a RSID.

There were two additional three (3) year extension requests in 2011 and 2014, extending the deadline to file the final plat to 2017, and a six (6) month extension given to the end of June 2018. To date, there has been seventy-two (72) residential lots ranging in size from 5.0 acres to 30.218 acres with 188 acres of that reserved as open space brought in through fourteen (14) phases.

A change regarding subdivisions occurred in 2011 that affects the extension of time to obtain final plat approval. House Bill No. 522 became effective October 1, 2011, stating “generally revising laws regarding the local regulation of subdivisions; authorizing a governing body to extend the approval of a subdivision application and preliminary plat for a mutually agreed upon period of time; requiring the agreement for the extension to be in writing; providing that a governing body may issue more than one extension; and amending Section 76-3-610.”

Previous to the change, MCA 76-3-610 allowed the governing body at the request of the subdivider to extend its approval for no more than one calendar year, except that the governing body could extend its approval for a period of more than one year if that approval period was included as a specific condition of a written agreement between the governing body and the subdivider, according to 76-3-507.

CONCLUSION:

The preliminary plat of this subdivision was reviewed and conditionally approved by the Cascade County Commission on September 11, 2001, subject to the conditions as specified in this report. The proposed subdivision meets the requirements of the Cascade County Subdivision Regulations, as well as Montana’s Subdivision and Surveying Laws and Regulations and the applicant has fulfilled all the conditions of approval.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commission APPROVE the final plat of the Big Bend Ranch Subdivision, Phase XV located within Section 2 and Section 11, Township 19 N, Range 3 E, P.M.M., Cascade County, Montana.”

1. having the developer’s surveyor correct any errors or omissions on the final plat;
2. causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat;
3. submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lienholders or claimants of record against the land (MCA 76-3-612);
4. obtaining approval from the local and State health agencies for the proposed water and sewage disposal systems prior to the filing of the final plat;
5. causing to be recorded on the plat a statement concerning limited public services;

6. causing to be recorded on the plat an Agricultural Notification Statement;
and
7. the inclusion on the final plat of a statement provided by Cascade County certifying the status of the private, internal road;

MOTION TO DISAPPROVE: Madam Chair, I move that the Commission DISAPPROVE the final plat of the Big Bend Ranch Subdivision, phase XV located within Section 2 and Section 11, Township 19 N, Range 3 E, P.M.M., Cascade County, Montana.”

Attachments: Reduced Copy of Plat

**FINDINGS OF FACT FOR
BIG BEND RANCH PHASE XV MAJOR SUBDIVISION
LOCATED IN SECTION 2 AND SECTION 11 IN
T19N, R3E, P.M.M., CASCADE COUNTY, MONTANA**

I. PRIMARY REVIEW CRITERIA

Effect on Agriculture

The proposed subdivision will not have any effect on agricultural operations in the immediate vicinity.

The subdivision will not interfere with any irrigation system or present any interference with other agricultural operations in the vicinity.

Effect on Local Services

The proposed subdivision will be served by individual sewage disposal systems and an individual water system. Such systems must obtain approval from state and local health agencies.

The proposed subdivision receives law enforcement services from the Cascade County Sheriff's Department and fire protection services from the Gore Hill Volunteer Fire Department. Response distance for emergency fire vehicles is approximately eight (8) miles. Response time will be dictated by weather and road conditions.

One private road built to county standards will be constructed to provide access to four of the lots. All internal, private roads must be constructed according to Cascade County subdivision standards and any required signs erected at the developer's expense.

Effect on the Natural Environment

Subdivision of the site is not expected to create significant surface run-off problems. Soils are of the Yetull Series: deep, well drained soils formed in alluvium and eolian sands. Surface runoff is slow or medium, and erosion hazard is severe from wind and moderate from water

The subdivision is not expected to adversely affect native vegetation, soils, the water quality, or the quantity of surface or ground waters. A homeowner's association will be required to control the spread of noxious weeds.

Effect on Wildlife and Wildlife Habitat

The subdivision is not located in an area of critical wildlife habitat. Use of the property within the subdivision by humans and domestic animals should not significantly affect wildlife. The subdivision covenants will include a provision prohibiting dogs from being allowed to run at large.

The subdivision will not result in closure of public access to hunting or fishing areas, or to public lands.

Effect on Public Health and Safety

Based on available information, the subdivision does not appear to be subject to potential natural hazards such as flooding or rock slides; nor potential man-made hazards such as nearby heavy industrial or mining activity, or high traffic volumes. Wildfires are always a possibility in subdivisions adjacent crop or pasture land.

II. REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATION

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation, and conforms to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

III. COMPLIANCE WITH THE CASCADE COUNTY DEVELOPMENT PLAN

The proposed subdivision is in general compliance with the Cascade County Development Plan. The area is not located in a designated Resource Protection Area, Prohibitive Development Area or Conditional Development Area; therefore those standards are not applicable to the proposed subdivision.

SETBACK STANDARDS

The minimum setbacks must comply with the Cascade County Zoning Regulations.

SLOPE STANDARDS

Development on slopes exceeding thirty percent is prohibited except where a licensed engineer, with demonstrated experience in the field of slope stabilization certifies that the development will create no slope failure or erosion hazards.

OFF-STREET PARKING STANDARD

All parking in the proposed subdivision will be accommodated on the premises and entirely off street.

COMMERCIAL AND INDUSTRIAL STANDARD

Only residential uses are proposed.

SOIL EROSION STANDARD

The proposed subdivision will not cause soil erosion or other adverse impacts of runoff on neighboring properties, roads, or watercourses.

SOILS LIMITATIONS STANDARD

Soils that have moderate or severe limitations for the proposed subdivision will be identified and measures to mitigate such limitations will be implemented.

ROAD ACCEPTANCE AND MAINTENANCE POLICY

The proposed subdivision is in compliance with the County's road acceptance and maintenance policy.

FIRE PROTECTION STANDARD

Fire protection is considered adequate in taxable rural fire districts.

SCHOOL SYSTEM'S CAPACITY STANDARD

The proposed subdivision is located near an existing bus route and appears not to present any additional cost to the district's transportation system. Using the standard computation figure of 0.5 students per additional household, this final plat will increase the Great Falls School District by 4 students.

IV. EASEMENTS FOR UTILITIES

All easements will be shown on the final plat.

V. LEGAL AND PHYSICAL ACCESS

Legal and physical access is via Fox Farm Road, a paved county-maintained road and

Dune Drive a paved, county-maintained road. Fox Farm Road is currently in an active RSID.

VI. OPTIONS AND RECOMMENDATIONS

In making their recommendations and decisions, the Cascade County Planning Board and the Cascade County Commission shall consider the following:

- A. relevant evidence relating to the public health, safety, and welfare;
- B. the environmental assessment;
- C. the Cascade County Growth Policy; and
- D. the provisions outlined in the Cascade County Subdivision Regulations and the Montana Subdivision and Platting Act.

VII. DECISION ALTERNATIVES

Approve the final plat.

Deny the final plat if preliminary plat conditions have not been met.

June 26, 2018

AGENDA #6

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	<u>Public Hearing:</u> Mountain View Estates Phase II Major Subdivision Final Plat Approval located in the S ½ NE ¼ of Section 26, T 20N, R 2E PMM Cascade County, Montana
INITIATED BY	Mike Hagen, Owner/Developer
ACTION REQUESTED	Final Plat Approval of Mountain View Estates Phase II
PRESENTED BY	Sandor Hopkins, Planner

BACKGROUND:

Mike Hagen is requesting final plat approval for Phase II (2) of the Mountain View Estates major subdivisions. Phase II will create twelve (12) residential tracts. Phase I was previously filed on December 6, 2016. The Preliminary Plat for Mountain View Estates major subdivision was recommended for approval by the Planning Board on January 19, 2016 with a unanimous vote of 6-0, and then approved by the Cascade County Board of Commissioners on February 9, 2016. DEQ has reviewed the entire master plan and granted approval of water, wastewater, and storm water requirements.

CONCLUSION: The proposed subdivision meets the requirements of the Cascade County Subdivision Regulations, as well as Montana's Subdivision and Surveying Laws and Regulations and the applicant has fulfilled all the conditions of approval.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO DENY: Madam Chairman, I move that the Commissioners, after consideration of the Staff Report and Findings of Fact **deny** the Final Plat for Mountain View Estates Phase II Major Subdivision.

MOTION TO APPROVE: Madam Chairman, I move that the Commissioners after consideration of the Staff Report and Findings of Fact, **approve** the Final Plat for Mountain View Estates Phase II Major Subdivision, subject to the following twenty-two (22) conditions of approval:

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat;
2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat;
3. Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (M.C.A. 76-3-612);
4. Causing to be recorded in conjunction with the final plat the covenants of the Major Plat that contain, at a minimum, a noxious weed control program, an erosion control program, a limit to livestock and pets, a provision prohibiting commercial or industrial uses, and that impose upon all landowners the exclusive responsibility to improve and maintain the public rights of way created by and indicated on the subdivision plat;
5. Pursuant to 7-22-2152 M.C.A., submitting a written plan to the Cascade County Weed Board specifying the methods for weed management procedures with regards to this development;
6. Causing to be recorded in conjunction with the final plat homeowners' association documents with sufficient authority and procedural mechanisms to administer, enforce, and fund the perpetual maintenance and discretionary improvement of the public rights of way created by and indicated on the subdivision plat;
7. Causing to be recorded on the plat a statement concerning limited public services;
8. Causing to be recorded on the plat an Agriculture Notification statement;
9. Design, construction, inspection, and certification, by a licensed professional engineer, of all internal private gravel roads and cul-de-sacs to Cascade County Subdivision Road Specifications, as well as the purchase and installation of all required street signs and stop signs. All of the above items to be at the developer's expense and to be completed prior to the approval of the final plat;
10. The inclusion on the major plat a statement provided by Cascade County certifying the status of the internal subdivision roads;
11. The inclusion of setbacks in the covenants as required by the Cascade County Zoning Regulations;

12. MDEQ Certificate of Subdivision Approval shall be submitted with the final plat;
13. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction improvement or perpetual maintenance of Briggs Road, Polish Road, or any other road that can be used to access these lots as determined by Cascade County, provided that all other property owners served by said road share equitable in such an RSID. This waiver will expire 20 years after the date the final plat is filed with Cascade County. This statement of waiver shall be placed on the final plat;
14. Cause to be filed with final plat a Declaration of Covenant that declares that all of the properties described shall be held, sold, and conveyed subject to the following covenant which shall run with the real property and be binding on all parties having any heirs, successors and assigns, and shall bind each owner thereof. The covenant may be revoked for any or all parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County;
15. Installation of two (2) buried storage tanks totaling a minimum of 22,000 gallons, installed on-site, properly maintained and equipped with the proper appurtenances for the Gore Hill Volunteer Fire Department to use for firefighting at all times. Providing for an easement for the placement of the cisterns to be granted to Cascade County as well as the developers install and the homeowners association maintain an accessible approach for access to the cisterns at all times. The installation of the cisterns totaling 22,000 gallons will occur within the first phase. Cisterns must be located in an approved location by the Cascade County Planning Division and the Gore Hill Fire Chief;
16. The homeowners association shall be responsible for the continual maintenance of the equipment subject to adequate inspections by the Fire Chief of the Gore Hill Volunteer Fire Department to insure the equipment is being properly maintained;
17. Cause to be recorded a 100' buffer immediately along the west ends of Lots 13, 14, and 15 of Phase 2 of Mountain View Estates to create a buffer between the adjacent primary soil;
18. Cause to be recorded on the plat a statement of close proximity of a military and civilian airport;

19. MDEQ approval for the proposed site grading and drainage and stormwater conveyance system shall be submitted prior to final plat approval. Additionally, final engineering plans, stamped by a professional engineer in the State of Montana, shall be submitted to the Cascade County Planning Division with the final plat submittal;
20. A copy of the MDEQ General Discharge Permit for Stormwater associated with construction activity shall be submitted prior to final plat approval, if applicable;
21. Cause to be recorded a 60' wide access & utility easement for future development to be located along the east property boundary of Lot 21 and western property boundary of Lots 19 & 20;
22. Pursuant to Section 10-9(7) "When a utility is to be located in an existing, dedicated right-of-way, a notice of utility occupancy must be obtained from the Cascade County Commissioners, or local, or state highway department"; and
23. Pursuant to Section 10-9(8) of the Cascade County Subdivision Regulations, the developer's surveyor include the following statement on the final plat: "The undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephone, telegraphy, electric power, gas, cable television, water or sewer service to the public, the right to the joint use of an easement for construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as 'Utility Easement' to have and hold forever."

Attachments: Findings of Fact
Reduced Subdivision Application
Conditions of Approval

cc: Mike Hagen
Mark Leo, Big Sky Civil & Environmental

**FINDINGS OF FACT FOR
THE MOUNTAIN VIEW ESTATES MAJOR SUBDIVISION
LOCATED IN NE ¼ OF SECTION 26 OF TOWNSHIP 20 N, RANGE 2 EAST,
P.M.M., CASCADE COUNTY, MONTANA**

The application requesting preliminary plat approval for the Mountain View Estates Major Subdivision was received on November 17, 2015 and was determined to contain all required components sufficient for adequate review on December 18, 2015 and scheduled for public hearing on January 19, 2016, pursuant to statutory requirements. Notice of the hearing was sent to adjacent property owners by certified mail and published in the Great Falls Tribune on January 3, 2016 and January 10, 2016.

Mike Hagen (Subdivider) requested preliminary plat approval for a major subdivision consisting of twenty-four (24) single-family residential lots each on a tract of land ranging in size from 5.051 acres to 5.066 acres. The proposed subdivision will be developed in two phases.

I. PRIMARY REVIEW CRITERIA

Effect on Agriculture

The proposed subdivision was in CRP (Conservation Reserve Program) and therefore does not have any agricultural operations on the overall land for this development. The developer has not reinstated the CRP program. Because there are neighboring parcels with soils of statewide importance as deemed by the DNRC, a 100' buffer could be an appropriate mitigating measure for the six lots that are adjacent to the soil classified as "Farmland of Statewide Importance."

The subdivision will not interfere with any irrigation system or present any interference with other agricultural operations in the vicinity.

Effect on Local Services

The proposed subdivision will be served by individual water and wastewater treatment systems. Approval of these systems must be obtained from the Department of Environmental Quality and the Cascade County City-County Health Department.

The proposed subdivision receives law enforcement services from the Cascade County Sheriff's Department and fire protection services from the Gore Hill Volunteer Fire Department. The applicant has submitted a fire protection plan which proposes to have two (2) eleven-thousand (11,000) gallon water storage cisterns on site which will be owned/operated/maintained by the homeowner's association and through covenants require each house to install in-house fire suppression systems. Response distance for emergency fire vehicles is approximately 4.5 miles. Response time will be dictated by weather and road conditions.

The applicant plans for extension of public streets or roads to accommodate legal and physical access requirements as well as looped roads to provide for access to homes and emergency vehicle traffic. All internal, private roads must be constructed according to Cascade County subdivision standards and any required signs erected at the developer's expense. The developer of the proposed subdivision will be required to sign an RSID waiver for Briggs Road, Polish Road, and any other current county road which may be used to access this development.

All lots will provide access for emergency services, and ingress and egress. While the developer has proposed accessing Lots 19 & 20 of Phase 2 from approaches to be developed on Briggs Road, they have placed a sixty foot (60') easement between Lots 21, 19, and 20 in the event of future development is also shown on the Master Plan.

Effect on the Natural Environment

Subdivision of the site is not expected to create significant surface run-off problems. Soils are of the Azaar Fine Sandy Loam, Ervide Loamy Fine Sand, Ervide Fine Sandy Loam, and the Marmarth Clay Loam Series. Of these, the Azaar Fine Sandy Loam Soils type is considered farmland of statewide importance. The Azaar Fine Sandy Loam comprises approximately 10% of the total subdivision area. The project application on the whole has been sent to the Cascade County Conservation for review. Any comments will be received will be forwarded to the Planning Board.

Because a portion of the surrounding lands have soils that are considered prime or farmland of statewide importance, a mitigation measure may be employed by the developer. Section 10-2 of the Cascade County Subdivision, Impact Criteria Standards states,

“the Cascade County Commissioners may adopt conditions to ensure the mitigation of any potentially significant adverse impacts identified through the review of the subdivision proposal have been reasonably minimized in accordance with the MSPA and these regulations.”

“Impact on Agriculture. Proposed subdivisions shall mitigate adverse impacts on agriculture by meeting or exceeding the following standard: Prime agricultural lands on adjacent properties will be protected from adverse impacts by requiring that a 100 ft. open space buffer be established between any structures and adjacent prime agricultural land.”

This regulation would affect Lots 1, 2, 3, 13, 14, and 15 since a portion of the adjacent property of these lots are farmland of statewide importance. They have shown the buffer area on their master plan of this subdivision proposal. This has been done voluntarily by the Developer based on public comment during the High Plains Subdivision approval process in 2008. County Subdivision Regulations state mitigation measures against agricultural uses must only be completed if a proposed subdivision is adjacent to prime farmland.

The subdivision is not expected to adversely affect native vegetation, soils, the water quality, or the quantity of surface or ground waters. The homeowner's association will be required to control the spread of noxious weeds.

Effect on Wildlife and Wildlife Habitat

There are no known concerns or effects with Wildlife and Wildlife Habitat. The subdivision will not result in closure of public access to hunting or fishing areas, nor to public lands. A letter was sent for comments to Fish Wildlife and Parks, who called Planning staff and stated they had no comment on the subdivision.

Effect on Public Health and Safety

Based on available information, this subdivision does not appear to be subject to potential natural hazards such as flooding and rock slides; nor potential man-made hazards such as nearby heavy industrial or mining activity, or high traffic volumes. The developers will be subject to an RSID waiver for the county roads used to access this development. Wildfires are always a possibility in subdivisions adjacent to crop or pasture land.

II. REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATION

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation, and conforms to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

III. COMPLIANCE WITH THE CASCADE COUNTY GROWTH POLICY

This subdivision proposal is in general compliance with the Cascade County Growth Policy.

SETBACK STANDARDS

The minimum standards must comply with the Cascade County Zoning Regulations.

SLOPE STANDARDS

Development on slopes exceeding thirty percent is prohibited except where a licensed engineer, with demonstrated experience in the field of slope stabilization certifies that the development will create no slope failure or erosion hazards.

OFF-STREET PARKING STANDARD

All parking in the proposed subdivision will be accommodated on the premises and entirely off street.

COMMERCIAL AND INDUSTRIAL STANDARD

Only residential uses are proposed.

SOIL EROSION STANDARD

The proposed subdivision will not cause soil erosion or other adverse impacts of runoff on neighboring properties, roads, or watercourses.

SOILS LIMITATIONS STANDARD.

Soils that have moderate or severe limitations for the proposed subdivision will be identified and measures to mitigate such limitations will be implemented.

ROAD ACCEPTANCE AND MAINTENANCE POLICY

The proposed subdivision is in compliance with the County's road acceptance and maintenance policy.

FIRE PROTECTION STANDARD

This development lies within the Gore Hill Volunteer Fire District. The proposed subdivision receives fire protection services from the Gore Hill Volunteer Fire Department. The applicant has submitted a fire protection plan which proposes to have two (2) eleven-thousand (11,000) gallon water storage cisterns on site which will be owned/operated/maintained by the homeowner's association and through covenants require each house to install in-house fire suppression systems. Response distance for emergency fire vehicles is approximately 4.5 miles. Response time will be dictated by weather and road conditions. A letter sent to the Gore Hill Volunteer Fire Chief asking for comment on the proposed subdivision was not returned with comment at the time of writing these findings of fact.

SCHOOL SYSTEM'S CAPACITY STANDARD

The proposed subdivision is located along an existing bus route and appears not to present any additional cost to the district's transportation system. Using the standard computation figure of 0.5 students per additional household, this proposed major plat will increase the School District by 12 students. A letter sent to the Cascade County Superintendent of Schools asking for comment on the proposed subdivision was not returned with comment at the time of writing these findings of fact.

IV. EASEMENTS FOR UTILITIES

All easements will be shown on the final plat.

V. LEGAL AND PHYSICAL ACCESS

Legal and physical access is via Briggs Road and Polish Road, county owned graveled roads. A letter was sent to the Montana Department of Transportation and Cascade County's Road and Bridge Division for comments. Rick Schutz, the County road superintendent, stated in an email that if the applicant applies for additional approach permits, he sees no problem with Lot 19 & Lot 20 receiving access from Briggs Road. The developers will be subject to an RSID waiver for the county roads used to access this development. The developer will have to construct all private roads accessing this development to Cascade County Subdivision Road Specifications and provide a licensed professional engineer statement certifying the roads meet these specifications. James Combs from the Montana Department of Transportation stated they have no comments.

VI. OPTIONS AND RECOMMENDATIONS

In making their recommendations and decisions, the Cascade County Planning Board and the Cascade County Commission shall consider the following:

- A. Relevant evidence relating to the public health, safety, and welfare;
- B. The environmental assessment;
- C. The Cascade County Growth Policy; and
- D. The provisions outlined in the Cascade County Subdivision Regulations and the Montana Subdivision and Platting Act.

VII. DECISION ALTERNATIVES

Approve the proposed subdivision.
Approve the proposed subdivision with conditions.
Table the proposed subdivision for further study.
Deny the proposed subdivision.



Cascade County Public Works

"WORKING TOGETHER TO PROVIDE EFFICIENT AND EFFECTIVE PUBLIC SERVICE"

February 26, 2016

[Conditions have been addressed in this document and are shown in Blue Bold]

Thomas, Dean & Hoskins, Inc. Mike Hagen
Engineering Consultants 609 McIver Road
C/O Dustin Nett Great Falls, MT 59404
1800 River Drive North
Great Falls, MT 59401

Re: Mountain View Estates Major Subdivision

Gentlemen,

On February 9, 2016, the Cascade County Commissioners conditionally approved the Mountain View Estates Major Subdivision Preliminary Plat. This proposed subdivision is located in the NE ¼, Section 26, Township 20 North, Range 2 East, P.M.M., Cascade County, Montana. The approval was based on meeting the twenty-three (23) conditions, as amended listed below:

Motion:

"I move that the Cascade County Commission **conditionally approve** the preliminary plat of Mountain View Estates Major Subdivision, based on the staff report and findings of fact and subject to the following twenty-three (23) conditions, as amended:

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat; including the addition of the City of Great Falls approval of the subdivision as the subdivision lies within 3 miles of a first class city boundary. **Please refer to the draft final plat.. A certificate of public service director has been added.**
2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat; **The developer will obtain certificates from title company prior to recording.**
3. Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (M.C.A. 76-3-612, 2015).

Brian K. Clifton, Director
Jim Ekberg, Deputy Director

DIVISIONS

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Great Falls, MT 59401
Phone: 406-454-6769

ExpoPark Maintenance
Rick Cole
400 3rd ST NW
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Phone: 406-727-8900

Fleet Maintenance
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Cascade County Public Works Department

4. Causing to be recorded in conjunction with the major plat the covenants of the Major Plat that contain, at a minimum, a noxious weed control program, an erosion control program, a limit to livestock and pets, a provision prohibiting commercial or industrial uses, and that impose upon all landowners the exclusive responsibility to improve and maintain the public rights of way created by and indicated on the subdivision plat. **I assume this was provided in the filing of the first phase. The developer will bring this phase in with existing covenants.**
5. Pursuant to 7-22-2152 M.C.A. (2015), submitting a written plan to the Cascade County Weed Board specifying the methods for weed management procedures with regards to this development. **Assumed the weed management plan was submitted with phase I.**
6. Causing to be recorded in conjunction with the final plat homeowners' association documents with sufficient authority and procedural mechanisms to administer, enforce, and fund the perpetual maintenance and discretionary improvement of the public rights of way created by and indicated on the subdivision plat. **Phase II will join the existing HOA.**
7. Causing to be recorded on the plat a statement concerning limited public services. **See attached draft final plat.**
8. Causing to be recorded on the plat an Agricultural Notification Statement. **See attached draft final plat.**
9. Design, construction, inspection, and certification, by a licensed professional engineer, of all internal private gravel roads and cul-de-sacs to Cascade County Subdivision Road Specifications, as well as the purchase and installation of all required street signs and stop signs. All of the above items to be at the developer's expense and to be completed prior to the approval of the final plat. **TD&H certified the private roads to the extent they were constructed at the time of the filing of phase I (certification attached), the only remaining portion to be certified is the cul-de-sac end of High Plains Road... That certification is forthcoming when the roadway has been completed. Presumably by May 25th, 2018 by Big Sky Civil & Environmental, Inc.**
10. The inclusion on the major plat a statement provided by Cascade County certifying the status of the internal subdivision roads. **See attached draft final plat.**
11. The inclusion of setbacks in the covenants as required by the Cascade County Zoning Regulations. **See attached draft final plat.**

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Jim Ekberg, Deputy Director
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Cascade County Public Works Department

12. MDEQ Certificate of Subdivision Approval shall be submitted with the final plat. **See attached copy of Certificate of Subdivision Approval.**

13. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of Briggs Road, Polish Road, or any other road that can be used to access these lots as determined by Cascade County, provided that all other property owners served by said road share equitably in such an RSID. This waiver will expire 20 years after the date the final plat is filed with Cascade County. This statement of waiver shall be placed on the final plat. **A waiver to protest RSID has been included on the plat. See attached draft final plat.**

14. Cause to be filed with final plat a Declaration of Covenant that declares that all of the properties described shall be held, sold, and conveyed subject to the following covenant which shall run with the real property and be binding on all parties having any heirs, successors and assigns, and shall bind each owner thereof. The covenant may be revoked for any or all parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County. **See Declaration of Covenant on the attached draft final plat.**

15. Installation of two (2) buried storage tanks totaling a minimum of 22,000 gallons, installed on-site, properly maintained and equipped with the proper appurtenances for the Gore Hill Volunteer Fire Department to use for firefighting at all times. Providing for an easement for the placement of the cisterns to be granted to Cascade County as well as the developers install and the homeowners association maintain an accessible approach for access to the cisterns at all times. The installation of the cisterns totaling 22,000 gallons will occur within the first phase. Cisterns must be located in an approved location by the Cascade County Planning Division and the Gore Hill Fire Chief. **See the attached public improvements certification by TD&H. Fire protection storage tanks have been installed and presumably approved by the Gore Hill Fire Chief.**

16. The homeowners association shall be responsible for the continual maintenance of the equipment subject to adequate inspections by the Fire Chief of the Gore Hill Volunteer Fire Department to insure the equipment is being properly maintained. **Phase II will join the existing Phase I HOA (R0332916).**

17. Cause to be recorded a 100' buffer immediately along the west ends of Lots 1, 2, and 3 of Phase 1 (and Lots 13, 14, and 15 of Phase 2) of Mountain View Estates to create a buffer between the adjacent primary soil. **See attached draft final plat.**

18. Cause to be recorded on the plat a statement of close proximity of a military and civilian airport. **See attached draft final plat.**

19. MDEQ approval for the proposed site grading and drainage and stormwater conveyance system shall be submitted prior to final plat approval. Additionally, final engineering plans, stamped by a professional engineer in the State of Montana, shall be submitted to the Cascade County Planning Division

Brian K. Clifton, Director
Jim Ekberg, Deputy Director
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Cascade County Public Works Department

with the final plat submittal. See attached copy of Certificate of Subdivision Approval.

20. A copy of the MDEQ General Discharge Permit for Stormwater Associated with construction activity shall be submitted prior to final plat approval, if applicable. **N/A for phase II, the majority of construction is completed.**

21. Cause to be recorded a 60' wide access & utility easement for future development to be located along the east property boundary of Lot 21 and western property boundary of Lots 19 & 20. **See the attached draft final plat.**

22. Pursuant to Section 10-9(7) "When a utility is to be located in an existing, dedicated right-of-way, a notice of utility occupancy must be obtained from the Cascade County Commissioners, or local, or state highway department" **Noted.**

23. Pursuant to Section 10-9(8) of the Cascade County Subdivision Regulations, the developer's surveyor include the following statement on the final plat: "The undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephone, telegraphy, electric power, gas, cable television, water or sewer service to the public, the right to the joint use of an easement for construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as 'Utility Easement' to have and hold forever." **See Attached draft final plat.**

If you should have any questions regarding this letter, please feel free to contact our office at 406-454-6905.

Sincerely,

Alex Dachs
Planner – Cascade County
121 4th St North, Suite 2H
Great Falls, MT 59401
406-454-6905
adachs@casadecountymt.gov

Brian K. Clifton, Director
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June 26, 2018

AGENDA #7

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Amend Cascade County Zoning Regulations Section 7.8.10
Uses Permitted upon Issuance of Special Use Permit in Mixed
Use Zoning District

INITIATED BY: Sun River Valley Public Schools/Gordon Lapke

ACTION REQUESTED: Approval of Final Zoning Resolution: Resolution #18-54

PRESENTED BY: Alex Dachs, Senior Planner, Cascade County Planning
Division

BACKGROUND:

To consider the request of the Sun River Valley Public Schools and staff to update the existing Cascade County Zoning Regulations, specifically Section 7.8.10 (Uses Permitted Upon Issuance of a Special Use Permit in Mixed Use District).

A request to amend the Uses permitted upon issuance of a Special Use permit in a mixed use district was revised to include the use of a second dwelling or multifamily dwelling unit including duplex. This additional use was at the request of the Sun River Valley Public Schools, to provide in-district housing that is affordable in hopes of attracting and retaining educators.

PROCEDURAL HISTORY AND LEGAL NOTICES:

- Sun River Valley Schools met with Staff as they wanted to build a duplex in the town of Simms to be able to retain teachers and provided affordable, convenient housing for teachers. Proposed adding duplex or 2nd dwelling to uses permitted with Special Use Permit in Mixed Use District that would impact all the Mixed Use Districts.
- Legal notice of the Cascade County Planning Board hearing was published in the Great Falls Tribune on Sunday, March 11, 2018 and Sunday, March 18, 2018.
- The Planning Board held a public hearing during their March 20th meeting.

- Legal notice of the May 8, 2018 Cascade County Commission hearing was published in the Great Falls Tribune on Sunday, March 11, 2018 and March 18, 2018
- Be posted not less than 45-days before the public hearing in at least 5 public places, as required by MCA 76-2-205. Notice of the public hearing was posted on March 12, 2018. The 45 day period was met on April 26, 2018.
- On May 8, 2018, the Cascade County Commission approved the Resolution of Intention to Amend Section 7 of the Cascade County Zoning Regulations, Resolution #18-44 with a vote of 3-0.
- Legal notice of Resolution 18-44 was published in the Great Falls Tribune on May 13, 2018 and May 20, 2018.
- A 30 day comment period began at first publishing of this notice; this comment period ended on June 13, 2018.
- Under MCA Section 76-2-205, the County Commissioners are authorized to adopt the final resolution approving the rezoning application since there were no written objections received.

A 30-day protest period as required by MCA 76-2-205 (5)(d) was implemented beginning after the first publication of legal notice published on May 13, 2018. No written protests were received from persons owning real property within the district. Therefore the Board of County Commissioners may in its discretion adopt the resolution amending the zoning regulations within 30 days after the expiration of the protest period pursuant to MCA 76-2-205 (6).

RECOMMENDATION:

Pass Resolution #18-54, a final resolution amending 7.8.10 of the Cascade County Zoning Regulations.

MOTION AFTER PUBLICATION OF NOTICE AND EXPIRATION OF 30 DAY PROTEST PERIOD:

“I move that the Cascade County Commission approve Resolution #18-54, the final to amend the Cascade County Zoning Regulations, Section 7.8.10”

Attachments: Final Resolution

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

RESOLUTION 18-54

**FINAL RESOLUTION AMENDING
SECTION 7 OF THE CASCADE COUNTY ZONING REGULATIONS**

WHEREAS, under the provisions of Title 76, Chapter 2, Part 2, Montana Code Annotated, the Board of County Commissioners is authorized to adopt zoning regulations; and

WHEREAS, a Zoning District and Regulations therefore was amended by Resolution passed by the Board of County Commissioners on June 13, 2017, as documented on Resolution #17-58 (R# 0340914) on file in the Office of the Clerk and Recorder of Cascade County; and

WHEREAS, Montana Code Annotated, Section 76-2-205 allows the Board of County Commissioners to amend zoning regulations; and 18-54

WHEREAS, in accordance with Section 76-2-204, Montana Code Annotated, and Section 14 of the Cascade County Zoning Regulations, the Board of County Commissioners shall require the County Planning Board to act as a zoning commission to recommend appropriate regulations for the various zoning districts; and

WHEREAS, legal notice of the Public Hearing regarding the amended Section 7.8.10 was published in the Great Falls Tribune on Sunday, March 11, 2018, and March 18, 2018.

WHEREAS, the Cascade County Planning Board on March 20, 2018 held a Public Hearing to allow any interested party to speak for or against the proposed revisions; and

WHEREAS, the Cascade County Planning Board during a Public Hearing held on March 22, 2018 discussed the above mentioned amended Section and passed a motion recommending the County Commissioners approve the amended Section; and

WHEREAS, the Cascade County Planning Board is performing in an advisory capacity to the Board of County Commissioners regarding zoning and has provided a written report to the County Commissioners regarding the above-mentioned amended Section;

WHEREAS, the Cascade County Commissioners held a Public Hearing on May 8, 2018, after legally noticing the public hearings in the Great Falls Tribune on March 11, 2018, and March 18, 2018 and passed *Resolution 18-44*, R0354897), a resolution of intent to amend the Cascade County Zoning Regulations; and

WHEREAS, on May 13, 2018, and May 20, 2018, the Board of County Commissioners did cause to be published in the Great Falls Tribune a "Public Notice of Passage of Resolution of Intention to Amend the County Zoning Regulations"; and

WHEREAS, the Public Notice established and provided for a thirty (30) day protest period for receipt of written protest by the Board of County Commissioners; and

WHEREAS, there has not been sufficient protest to prevent the amending of the

County Zoning Regulations and the County District Zoning Map as herein described,

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Cascade County as follows:

There is hereby passed this final resolution to amend Section 7 of the Cascade County Zoning Regulations as set forth in Exhibit A attached hereto and by this reference incorporated herein.

This resolution shall take and be in full force and effect as of the date set forth herein below.

Passed by the Board of County Commissioners of Cascade County, Montana, this ____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

Attest:

Rina Fontana Moore, Clerk and Recorder

7.8 MU DISTRICT – MIXED USE DISTRICT

7.8.1 MINIMUM LOT AREA

No minimum required

7.8.2 BUILDING HEIGHT

No restrictions, except as regulated in the Military Overlay District.

7.8.3 YARDS REQUIRED

(1) **Front yard**

Fifteen (15) feet

(2) **Side yard**

Six (6) feet

(3) **Rear yard**

Ten (10) feet

(4) **Exclusion**

Yard requirement provisions shall not apply to ground level installation of exterior spot lighting allowed as an accessory use.

7.8.4 SIGNS

Signs shall be subject to the regulations contained in Section 8.1.
No signage advertising off-premise businesses allowed.

7.8.5 OFF-STREET PARKING

Off-street Parking shall be provided in accordance with Section 8.4.

7.8.6 LANDSCAPING

Landscaping requirements shall be in accordance with Section 8.18.

7.8.7 SITE PLAN

Site Plan Review and Approval, as required in Section 8.5.

In each case where a commercial building or use is proposed, the Zoning Administrator shall review the site plan of the proposal in accordance with Section 8.5 and shall approve, or approve with modifications, or disapprove such site plan. In modifying or disapproving such site plan, the Zoning Administrator shall enter his reasons for such action in Office of Zoning Administrator's records.

7.8.8 PERMITTED PRINCIPAL USES

- (1) All permitted principal uses allowed in RR-5, SR-1, and SR-2 Districts
- (2) Any retail or wholesale trade (excluding large equipment trade) including, but not limited to:
 - (a) Administrative Services.
 - (b) Agricultural Sales (small equipment/machinery).
 - (d) Auction Sales.
 - (e) Automotive, mobile home, marine, recreational vehicle and accessories sale and service.
 - (f) Building materials, hardware and farm equipment sales and service.
 - (g) Casino, provided it is not within 600 feet (measured in a straight line, without regard to intervening structures or streets, from the outer wall of the casino, to the outer wall of the preceding use) of an education facility (K-12), day care facility, or worship facility.
 - (h) Construction Material Sales.
 - (i) Contractor Yard, Small (8.15.1).
 - (j) Financial Services.
 - (k) Funeral Home.
 - (l) General Repair.
 - (m) General Sales.

- (n) General Services.
- (o) Health Care Center
- (p) Health Care Facility.
- (q) Hotel and Motel.
- (r) Microbrewery.
- (s) Off-Site Liquor Sales.
- (t) Outdoor sports and recreation/entertainment.
- (u) Professional Services.
- (v) Restaurant.
- (w) Recreational Vehicle Park.
- (x) Retail.
- (y) Secondhand Sales.
- (z) Shopping Center.
- (aa) Small Equipment Rental / Sales / Repair.
- (bb) Specialty Sales.
- (cc) Tavern.
- (dd) Veterinary Clinic – Small Animal.
- (ee) Vehicle Fuel Sales.
- (ff) Vehicle Repair.
- (gg) Vehicle Sales and Rental.
- (hh) Vehicle Services.
- (ii) Wholesale trade.
- (jj) Instructional Facility.
- (kk) Agricultural Commodity Storage Facility.

- (3) Storage Facility, Self-Service where indoor storage space is provided for rent or lease and subject to the following conditions:
 - (a) Principal use of a rented or leased space shall be restricted to storage and shall not include processing, refining, transfer or distribution of any commercial material or product; and
 - (b) Storage of flammable or explosive liquids, solids, or gases shall not be permitted.
 - (c) Landscaping requirements shall be in accordance with Section 8.18.
 - (d) All material must be stored inside units. Storage of licensed, operable, vehicles including but not limited to Recreational Vehicles, Cars, Trucks, Vans, Trailers, Boats, Motorcycles, and All Terrain Vehicles, may be outside provided that proper screening, approved by the Planning Director, as to shield these units will occur.
- (4) Mobile Home Park / Mobile Home Court.
- (5) On-Site Construction Office.
- (6) Gravel Pit (open cut mining operation).

7.8.9 PERMITTED ACCESSORY USES LOCATED ON THE SAME LOT WITH THE PERMITTED PRINCIPAL USE

- (1) Any customary use incidental to the permitted use but not including any permanent outdoor storage.
- (2) Signs as covered in Section 8.1, pertaining to the permitted use and on the same lot therewith. No signage advertising off-premise businesses allowed.
- (3) Exterior spot lighting of buildings or grounds, provided such sources be shaded from motorists on public roadways and be located so that the beams are not directed toward any lot in a residential district or public highway.
- (4) Amateur Radio Station and/or Antenna, Meteorological Towers, Residential Wind Turbine not to exceed 50 kW may be used in the MU District subject to the requirements of Section 8.8 of these regulations.
- (5) Home Occupations.

- (6) Professional Office in a Residence.

7.8.10 USES PERMITTED UPON ISSUANCE OF A SPECIAL USE PERMIT

- (1) Manufactured housing sales.
- (2) Veterinary clinic, large animal.
- (3) Commercial kennel.
- (4) Large equipment rental / Sales / Repair.
- (5) Warehouse.
- (6) Animal shelter.
- (7) Administrative Government Center.
- (8) Composting facility.
- (9) Recycling center.
- (10) Solid waste transfer station.
- (11) Telecommunication facility.
- (12) Bus transit terminal.
- (13) Commercial parking lot.
- (14) Parking structure.
- (15) Taxi dispatch terminal.
- (16) Artisan shop.
- (17) Light manufacturing & assembly.
- (18) Garage, Public.
- (19) Indoor Entertainment.
- (20) Indoor Sports and Recreation.
- (21) Membership Club.
- (22) Parking Garage.

- (23) Tourist Home.
- (24) Utility Installation, Minor.
- (25) Worship Facility.
- (26) A second dwelling, including accessory dwelling units (examples: 1 single family home with garage apartment; or 1 duplex for two families; or two single family homes).

7.8.11 USES SPECIFICALLY NOT PERMITTED

- (1) Medical Marijuana Provider.
- (2) Sexually-Oriented Businesses.

June 26, 2018

Agenda #8

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Public Hearing: Resolution of Intention to Adopt Amended Cascade County Subdivision Regulations**

INITIATED AND PRESENTED BY: **Alex Dachs, Senior Planner, Public Works Planning Division**

ACTION REQUESTED: **Approval of Resolution of Intention #18-55**

BACKGROUND:

The 2017 Montana State Legislature passed a number of bills effecting changes to the Montana Subdivision and Platting Act (MSPA). These changes ultimately require local jurisdictions to incorporate the changes into their locally adopted subdivision regulations. The proposed regulations reflect the State's model code.

The proposed updates to the Cascade County Subdivision Regulations are as follow:

- General reorganization and formatting
- Inclusion of legislative changes from 2017 (phasing)
- Removal of Cluster Developments

One significant proposed addition to the Cascade County Subdivision Regulations after the passing of House Bill 455 is the topic of phased development and what the requirements are for each phase to get filed. House Bill 245 requires timelines for review of a final subdivision after the application is received, reviewed by staff, and scheduled for a public hearing before the county commissioners. House Bill 416 clarified language and review standards such as "arbitrary, capricious, or unlawful." Senate Bill 219 created a mortgage exemption that if one of the parcels was conveyed prior to October 1, 2003 without foreclosure, that the remaining parcel can be conveyed without subdivision review.

Gravel and Paved road standards were updated per staff recommendation after accessing current requirements and feeling standards could be improved to provide for safer travel (Section 10-4, page 71). Cluster Development was reviewed by staff and determined that this type of land use typically falls near an urbanized area not seen in the county. This section and term was recommended for removal from the regulations as a result of this review. Staff also looked at possible updates to the location of fire cistern(s) and the distance to the lots in the subdivision it

services. Previously the cistern could not be more than 1000 feet away from the lots. This often required placing two cisterns to meet requirements. Local Volunteer Fire Departments have expressed that one cistern is preferred rather than having two or more cisterns spread throughout the development. Staff reviewed definitions between the regulations enforced in Cascade County (Floodplain, Zoning, Subdivision, Buildings for Lease or Rent). Some definitions were revised in the Subdivision Regulations to reflect uniformity among the regulations.

The Planning Board held a public hearing on May 15, 2018 during which they reviewed the proposed amended Subdivision Regulations chapter by chapter. Following detailed discussions, the Board made a motion to recommend that the Cascade County Board of Commissioners adopt the proposed Cascade County Subdivision Regulations. The motion passed unanimously.

In order to ensure that the proposed amendments have been adequately vetted, Planning Staff has provided the Commission with the original draft subdivision regulations with updated comments. The idea is to allow the Commission to discuss the proposed amendments in their entirety, in addition to offering the public an additional chance to comment.

RECOMMENDATION: The Cascade County Planning Board recommends, with a vote of 5-0, that the Cascade County Commission adopt the proposed Cascade County Subdivision Regulations as presented by Planning Staff.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Resolution of Intention #18-55 to adopt amendments to the Cascade County Subdivision Regulations as proposed by the Planning Board and County Staff.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission disapprove Resolution of Intention #18-55 to adopt amendments to the Cascade County Subdivision Regulations as proposed by the Planning Board and County Staff.

View Cascade County Subdivision Regulations at:

<http://www.cascadecountymt.gov/departments/public-works/planning>

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

RESOLUTION 18-55

**Resolution of Intention to Adopt the
Amended Subdivision Regulations of Cascade County**

WHEREAS, under the provision of Title 76, Chapter 3, Montana Code Annotated, the Board of County Commissioners of Cascade County is authorized to adopt and amend local subdivision regulations; and,

WHEREAS, the Cascade County Planning Board and the Cascade County Board of Commissioners have reviewed the proposed amended local subdivision regulations and deemed them to be proper and needed; and,

WHEREAS, public notice of the Cascade County Planning Board's intent to adopt and amend local subdivision regulations and the public hearing was published on Sunday, May 6, 2018 and Sunday, May 13, 2018 in the Great Falls Tribune; and,

WHEREAS, a public hearing was held by the Cascade County Planning Board on Tuesday, May 15, 2018 in the Courthouse Annex; and,

WHEREAS, the Cascade County Planning Board recommended adoption of the revised Subdivision Regulations for Cascade County on May 15, 2018; and,

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Cascade County, Montana that the Resolution of Intention to adopt the attached Amended Subdivision Regulations for Cascade County is hereby approved.

Passed by the Board of County Commissioners of Cascade County on this _____ day of _____, 2018

**BOARD OF COUNTY COMMISSIONERS OF
CASCADE COUNTY**

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

Attest:

Rina Fontana Moore, Clerk and Recorder

CASCADE COUNTY PLANNING BOARD

May 15, 2018

9:00 am

Court House Annex

325 2nd Ave North

Board Members: Mark Carlson, Richard Liebert, Elliott Merja, Rob Skawinski, Ken Thornton, Dan Johnstone, Dexter Busby

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated in red, within each agenda item below, and will direct you to the precise location should you wish to review the audio segment.

These minutes are paraphrased to reflect the proceedings of the Cascade County Planning Board, and are considered a draft until formally approved by the Planning Board.

Staff Present: Alex Dachs, Fernando Terrones, Jim Ekberg and Natalia Wilson

Attendees: Jenn Rowell

1. Call to order: Chairman Mark Carlson called the meeting to order at 9:03 am

2. Roll call:

Board Members Present: Mark Carlson, Richard Liebert, Rob Skawinski, Ken Thornton, Dexter Busby

Board Members Absent: Elliot Merja and Dan Johnstone

3. Approval of Minutes: April 17, 2017

Richard Liebert motioned to approve the minutes as submitted.

Ken Thornton seconded the motion.

All in Favor, Motion passes 5-0

4. New Business:

Amending the Cascade County Subdivision Regulations

Alex Dachs presented the staff report.

9:04

RECOMMENDATIONS:

The following recommendations are provided for the Board's consideration:

1. Recommend to the County Commission the Amended Cascade County Subdivision Regulations be adopted: or

2. Recommend to the County Commission the Amended Cascade County Subdivision Regulations not be adopted; or
3. Table the proposed Amended Cascade County Subdivision Regulations in order to add or remove language and allow for more discussion on the proposed regulations.

5. Board Questions:

9:09

Mark Carlson asked about the 3-year extension are they supposed to make a payment every three year?

Alex Dachs replied there was no extension for filling fee they only have to pay the initial filling fee nothing has changed as far as fees except they will have a fee with each phase that they bring in

Mark Carlson stated I thought if they came closer together would they have to pay another fee that might be something they might object to because that would be another tax

Alex Dachs replies right.

Dexter Busby stated that going from 3 years to 20 years is a pretty big jump. As we all know the world changes a lot in twenty years do you have any way of recognizing that?

Alex Dachs stated not really, basically you just have to stick to that plan and get those phases filled in order sequentially, so if you miss a phase I think you have to go back to the beginning of the process.

Dexter Busby stated that would be the only way you have to rereview that thing.

Alex Dachs stated right, and currently we are even fillings some old plats that would have received plat approval from 20 years ago such as Spring Three Ridge and stuff like that when the market tanked in 2009 they really didn't do much development on those until recently, the last 3 or 4 years, so there is probably 6 or 7 years where they were just asking for extensions on those phases.

Richard Liebert asked in the house bill 245 is that a time line to take action on an application?

Alex Dachs answered correct

Richard Liebert said so before it was not defined or

Alex Dachs said basically it adds a time line of the review of the final plats starts when the staff receives the final plats and have 20 working day to review for a complete application submittal, if everything is contained in that submittal and if it meets submission plating acts and then if it does it goes to the commissioners and then they are given 20 days to review that and approve it.

Richard Liebert said I'm not going into the minds of the people who drafted the bill what drove this legislation that is what I'm trying to get at, was it just planners or county, because they were not responding in time or something like that.

Alex Dachs responded yes that would be my guess.

Richard Liebert the county is not taking appropriate action therefore my constituents are not being served... (Alex said yes) the second one is the 445-subdivision phasing is there like a time line on that six months or a year or is it open to interpretation

Alex Dachs stated basically they have to submit a schedule to the commissioners and that could be every 3 years, it could be every 5 years, every year they want to bring in a phase its really up to them on that.

Richard Liebert said so is that complicated for the developers who have to go back and say I did not get phase one done. I'm going to start again or I'm going to go to phase two.

Alex Dachs said so that is where they have to bring those phases in sequentially there will be a hearing before the government body to make sure the infrastructure is in place before the final plat gets approved. Typically phase one will bring in the road system phase two road standards etc.

Richard Liebert asked can you identify page by page where the changes are?

Alex Dachs said yes, HB 245 section 5-12 approval period

9:13

Richard Liebert said all the additions/corrections are in red right

Alex Dachs said yes HB 245 is in section 3-6 of final plat application review process and submittal pg. 25

Alex Dachs said under section B

Mark Carlson said yes 20 working days

Richard Liebert said I was looking the phasing language

Jim Ekberg said page 49, 5-13

Alex Dachs said mortgage exemption in section 9-2, under B on pg. 58 of the marked-up version

Mark Carlson said is in green

Ken Thornton stated so if I understand right the regulations in effect for phase 1 the if regulations change when they do phase 3 then the new regulations will apply to phase 3 correct or can it go back and reapply, it says here that new regulations will apply (it's not grandfather in)

Dexter Busby said so unless I misunderstood you said there is no rereview of phase 1

Ken Thornton said of phase one and two but they are doing phase 3 15 years later than the new

Dexter Busby said if this plat was 15 years later it would not be a rereview

Alex Dachs stated the review for the final plat approval before it gets filed

Dexter Busby said yes but I'm talking about the entire plat that would not be a rereview

Alex said no

Ken Thornton stated when regulations are 20 years old they would have to update.

Jim Ekberg said they would have to update it when they want to bring it in then they come and talk to us then we'll go through whatever regulations are enforced at the time.

Dexter Busby said so there is going to be a rereview.

Jim Ekberg said yes there will be for each phase that comes through

Alex Dachs added they can't impose new conditions but they have to review it to make sure it meets all the original conditions.

Ken Thornton said ok so if we put a 60 feet road for phase 1 and 2 and then you change it to 80 feet then phase 3 would have to be 80 feet or do they get to be grandfather in.

9:19

Alex Dachs stated I think they would be grandfather in.

Rob Skawinski stated you would have to because you already approved this phase for 20 years. So, you don't have to go back and rereview it.

Ken Thornton said so you are grandfather in.

Dexter Busby said as long as you are following your finished plan

Jim Ekberg stated that has being brought forward from the beginning that entire phase plat

Rob Skawinski said as long as the legislature doesn't change it again

Jim Ekberg stated and they could, and how they come down and how they have us enforce it at that point or suggest us to enforce it.

Dexter Busby-Yea and then we get bigger issues all of a sudden that's why I was asking we got a 20-year window and the world changes it can change dramatically every other year so that's why I was asking

Alex Dachs yeah currently some of those old subdivisions that haven't been built out yet they could be still on the 3-year extensions they are asking for, so they could exceed that 20-year frame that is now a requirement

Dexter Busby asked on page 26 item 2, I'm not sure you are not limiting yourself on that last line of "no further action on application" I understand why you don't want to process an application that is not complete, if you have a really complex thing in front of you wouldn't that limit you to 20 days.

9:21

Alex Dachs responded if we go to a submittal that was not approved we sit on that until the applicant submitted everything missing

Dexter Busby said so this actually limits you more than it limits the applicant I'm not sure it's necessary you might be able to complete this thing with more ease if you allowed yourself to work on it in the window while he was bringing stuff in.

Alex Dachs said right, and I think the staff could continue to look at this application to see if it is complete while we are waiting so that is ready to go to the commissioners

Dexter Busby said this says you can't that is why I was asking when you said no further action I'm just wondering if...

Alex Dachs said yes, I think that action is more of a decision action between the governing body of the commissioners.

Jim Ekberg said yeah any of the actions we can review at any time no further actions means we are not going to move forward with any decisions with that formal 20 days until we have the complete package on hand and so if we are missing the one part like Alex said we can still review say they have 19 pieces of this puzzle we need 20 we can still review the 19

Dexter Busby said that is exactly what I did not want to happen you guys have to stop throw it over here in the pile in the corner

Jim Ekberg stated and that is what we have to do right now supplemental reviews that we are currently doing right now if they are missing something we send it back and then we review it, but we still review those other sections

Dexter Busby said it's a practical matter that is what you have to do

Jim Ekberg said yes

Dexter Busby said I just did not want this whole thing to stop you guys

Alex Dachs said the consultants are aware of the regulations and are quick get those conditions satisfied and met so if they are missing something they correct it

Dexter Busby said if you don't think it's a problem I don't think it's a problem

Mark Carlson said It sounds like they answered, is there any more questions?

Richard Liebert asked about the mortgage please explain the mortgage so you have a piece of property within a subdivision you have mortgage in it you are not affected or vice versa

Alex Dachs said typically the mortgage exemption would have been put on so say on like 80 acres or 100 acres of farm land and you want to go built a house on that but the bank would not want to loan on that large amount of money for the land as well as the improvement for the home so they

would have you do a mortgage exemption to cut out say 3 acres or 5 acres it creates an unofficial tract of land that would be the mortgage tract and then if you defaulted on that loan for the home then the bank would take ownership of that home and that 3 acres or 5 acres

Richard Liebert said so that was the situation before the legislation, the senator Buttrey propose the legislation he was the proponent of this he carried the bill.

Alex Dachs said and then the mortgage exemptions did not create parcels they are more or less a line in the sand and if you did default then that would actually create the parcel at that time. Then it was decided that a lot of those parcels should not have been parcels that were created through this exemption were conveyed, I think that's why they did that exemption.

Ken Thornton said that would be a back way to create a lot

Alex Dachs said yes

Dexter Busby asked its still used to create parcel?

Alex Dachs said correct, will create a parcel if owner defaults

Mark Carlson asked any more questions?

Richard Liebert this goes to commissioners then its posted then public hearing

Alex Dachs quoted section 2-9 pg. 17, Amendment of Regulations and said they will be uploaded
9:27

Dexter Busby asked why the wording was changed from drainage to drain way

Alex Dachs said what pg. was it on, that might be one we pull out for consistency

Dexter Busby said on page 4 and 5 the word flood and flood plain

Jim Ekberg said flood plain because of the flood plain regulation updates after attending the floods plain conference we went to in March the change in the language was to maintain consistency with FEMA floodplain regulations

Mark Carlson asked is there any more questions

Ken Thornton asked (even though this was not changed) about land gifting on page 62 its 9-4 #4 the purpose of the exemption is considered evasion if create more than one additional parcel. does that mean you have to have 160 acres before you can gift land?

9:30

Alex Dachs responded I think that's because of the definition of a subdivision is ant tract less than 160 acres in size and if you start with more than that then create once less then you are not really going though that review process

Ken Thornton because if you have 20 acres break off 5 acres that's less than 160 acres the one you break off is 5 and the one you have left is 15 so then one of those is less than 160 acres if I'm reading correctly because I know the county lets people break land off if it's less than 160 acres

Alex Dachs some of those exemptions are worded different, so we will have to look into it

Ken Thornton stated I guess where it says more than one additional or remaining parcel, I think is that one additional but not the remaining parcel that is what it should say

Alex Dachs said right

Jim Ekberg said I think if you look at 3 though you'll see that a parcel that it talks about a family member that this exemption may not create more than one parcel per eligible family member and I think that is where is trying to address it on there the wording there... because then you have the purpose of evading. Its clarifying 3 by 4

Ken Thornton said ok

Jim Ekberg said I think on section 3 where it says the use of the exemption for 1 family member then it goes the purpose of evading is if you are trying to create more than one additional parcel of less than 160 acres in size for that eligible family member.

Ken Thornton said ok I think It kind of took it as ... (inaudible)

Mark Carlson any more questions

Public Comment Opened at 9:34 am

No further questions

Proponents: None

Opponents: None

Public Comment Closed at 9:35 am

Board Discussion & Decision:

Dexter Busby motioned to Recommend to the County Commission the Amended Cascade County Subdivision Regulations be adopted.

Rob Skawinski seconded the motion.

All in Favor, Motion passes 5-0

5. Old Business: None

6. Board Matters:

Richard Liebert said I hear Jim is retiring I want to thank Jim for all his work he has done a lot of good works.

Jim Ekberg responded thank you it was a very good time here I had an opportunity come up, and I am looking forward to getting back to the Federal sector I wish you and the county a great success

Alex Dachs mentioned we have an upcoming meeting in June 19, third Tuesday in June so if you cannot attend let me know as soon as possible

Dexter Busby said I can't make it.

Alex Dachs said that will be fine Dexter

7. Adjournment:

Richard Liebert motion to adjourn

Ken Thornton seconded motion

All in Favor, Motion passes 5-0

Meeting adjourned at 9:39